
**TERMS AND CONDITIONS FOR THE USE OF
SINGAPORE POWER SUPPLIER RELATIONSHIP MANAGEMENT SYSTEM
(SPSRM)**

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**TERMS AND CONDITIONS FOR USE OF SP SINGAPORE POWER SUPPLIER RELATIONSHIP
MANAGEMENT SYSTEM (SPSRM)**

1 Definitions

1.1 For the purposes of this document, the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

"Agreement" means this Agreement on the Terms and Conditions for use of the SPSRM as amended by SP from time to time.

"Authentication Device" means any or any combination of Login ID, password, electronic device with encoded electronic strip and/or chip, digital signature or such other device, method, item or machine prescribed by SP for access and/or use of SPSRM or any part thereof by the Supplier.

"Certification Authority" shall have the same meaning as in the Electronic Transactions Act.

"Contract(s)" shall unless otherwise specified in this Agreement refer to Contract(s) concluded by Parties through SPSRM.

"Contractor" means the person or persons or firm which has a Contract and/or Term Contract with SP, and includes the Contractor's duly appointed representatives, successors at law and permitted assigns. Where there are references to "Contractor" in SPSRM, this shall be read as referring to "Supplier".

"Designated Place" means the Website Page(s) designated by SP from time to time for the purpose of the Supplier accessing and viewing information transmitted by SP through SPSRM.

"Digital Signature" shall have the same meaning as in the Electronic Transactions Act.

"SPSRM" means SP Supplier Relationship Management system, a structured electronic system operated by SP via the Internet which facilitates the procurement of goods and/or services by SP through electronic means.

"Message(s)" means data structured in accordance with SPSRM and the Website and transmitted electronically through SPSRM between the Parties and/or generated by SPSRM, including where the context admits any part of such data.

"Party" means either SP or the Supplier and "Parties" mean both SP and the Supplier.

“Term Contract” means a binding contract between SP and the Supplier for the provision of specified goods and/or services on pre-agreed terms over a fixed period. The Term Contract represents a standing offer by the Supplier to provide the specified goods and/or services to SP on the pre-agreed terms as and when SP issues a Purchase Order to the Supplier for the purchase of the specified goods and/or services. When SP issues a Purchase Order for the purchase of the specified goods and/or services, the resulting contract between SP and the Supplier shall be governed by the terms and conditions of the Term Contract.

“Purchase Order” means an order from SP for the purchase of goods and/or services pursuant to a Term Contract in accordance with Clause 10 below, as the case may be.

“Representative” means any person authorised by the Supplier in accordance with this Agreement to access and use SPSRM on the Supplier’s behalf. Notwithstanding anything in this Agreement, any person who uses and/or enters the correct Authentication Device as prescribed by SP shall be deemed to be a Representative of the Supplier.

“Request to Quote” is defined in Clause 11.2.

“SP” means Singapore Power Limited and any company that is fully or partially owned by Singapore Power Limited, whether beneficially or otherwise or under its management or control, including all its subsidiaries, affiliates and related companies.

“Supplier” means any person who has applied for and granted by SP the right to access and use SPSRM upon the terms and conditions of this Agreement and shall, where the context so admits, include its Representatives.

“Website” means the Internet web site of SPSRM maintained by the SP and shall include but not limited to all its pages and all information, text, forms, items, images, links, sound and graphics displayed therein.

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

1.3 The headings are for convenient reference only and shall not affect the interpretation of this interpretation.

1.4 Words importing a gender include any other gender.

1.5 A reference to a person includes individuals, partnerships and other bodies, whether corporate or otherwise.

1.6 Any reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as amended from time to time and be deemed to include any subsidiary legislation made thereunder.

1.7 All references to date and time in this Agreement or pursuant to this Agreement (including but not limited to the date and time of delivery of Messages) shall be Singapore date and time.

2 Singapore Power Supplier Relationship Management System (SPSRM)

2.1 SP agrees to grant the Supplier the right to access and use SPSRM on the terms set out herein and such other terms as may be amended by SP from time to time.

2.2 The Supplier agrees to fully comply with and observe all the terms of this Agreement. Without prejudice to the foregoing, the Supplier agrees not to transmit any Message or make any communication to SP under this Agreement which is in any way inconsistent with or derogates from the terms of this Agreement. The Supplier further agrees that if any such Message or communication contains or includes anything which is inconsistent with or derogates from the terms of this Agreement, SP shall be entitled to treat and act on such Message or communication as if it did not contain or include any such inconsistency or derogation and such inconsistency or derogation shall not have any legal effect.

2.3 Where any Contract has been concluded between SP and the Supplier, Parties agree that the terms of this Agreement shall be subject to the terms of the Contract and any inconsistency shall be resolved in favour of the Contract.

2.4 Where SP procures or seeks to procure any goods and/or services from the Trading Partner through SPSRM, Parties agree that, subject to Clause 2.3, the terms of any resulting Contract between SP and the Supplier for the purchase and supply of the specified goods and/or services shall be subject to the terms of this Agreement and any inconsistency between this Agreement and the Contract shall be resolved in favour of the Contract.

2.5 Parties agree that subject to Clause 2.3, the form and contents of Messages shall be subject to this Agreement and any inconsistency between any Message and this Agreement shall be resolved in favour of this Agreement.

2.6 Parties further agree that subject to Clause 2.4 the form and contents of Messages transmitted pursuant to Contracts concluded through SPSRM shall be subject to such Contracts and any inconsistency shall be resolved in favour of such Contracts.

2.7 Where a Message contains any document as an attachment, Parties agree that subject to Clause 2.5 and 2.6, the contents of the attachment shall be subject to the form and contents of the Message and any inconsistency shall be resolved in favour of the Message.

2.8 The Parties agree that, unless otherwise specified in this Agreement or by SP, all transactions pertaining to the formation of contracts between the Parties for the procurement of goods and/or services by SP shall only be conducted through SPSRM by transmission of Messages.

2.9 In the event that SPSRM is unavailable due to reasons solely attributable to the operations of SPSRM and is likely to remain so for a reasonable period of time (which shall be determined solely at the discretion of SP), SP shall notify the Supplier of the unavailability of SPSRM by posting a notice on the Website (which shall constitute sufficient notice to the Trading Partner). In such an event, the Parties may transact with each other in writing through conventional means if SP expressly specifies in its notice that the Parties may do so. However, once SPSRM becomes available, the Parties shall immediately revert to transacting with each other through SPSRM.

3 Security, Access and Use of SPSRM

3.1 The Supplier shall access and use SPSRM in the manner and with the use of such Authentication Device as are or as may be prescribed by SP from time to time.

3.2 SP reserves the right to prescribe different Authentication Devices for accessing and/or using SPSRM or any part thereof, including but not limited to prescribing different Authentication Device(s) for accessing and/or using different parts of SPSRM. SP also reserves the right to vary, from time to time, the Authentication Device(s) and/or the manner of accessing and/or using SPSRM or any part thereof. SP will inform the Supplier by posting a notice on the Website of any change(s) in the Authentication Device(s) and/or the manner of accessing and/or using SPSRM or any part thereof and such posting notice shall constitute sufficient notice to the Supplier. It shall be the sole duty of the Supplier to check the Website for any such change(s). SP shall be under no obligation to furnish any reason for actions or decisions taken under Clause 3.2.

3.3 Without prejudice to Clause 3.2, SP reserves the right to prescribe password(s) and Login ID(s) for the Supplier and its Representatives as well as any combination and/or sequence of letters and/or numerals for the password(s) and Login ID(s). SP shall also have the right to amend such password(s) and Login ID(s) from time to time upon giving the Supplier at least 2 weeks' notice. SP shall be under no obligation to furnish any reason for actions or decisions taken under Clause 3.3.

3.3 SP shall be entitled to deactivate or revoke:

- a. passwords and/or Login IDs of the Supplier and its Representatives upon termination of this Agreement;
- b. passwords and/or Login IDs of Representatives whose authorisation has been revoked; and
- c. passwords and/or Login IDs which SP knows or suspects to have been compromised.

3.4 The Supplier shall authorise Representative(s) to access and use SPSRM on its behalf. The Supplier shall notify SP in writing of its Representative(s) in the form and manner prescribed by SP from time to time. The Supplier's Representative(s) shall not be allowed to access and use SPSRM on the Supplier's behalf until the SP activates the account(s) of the Representative(s) in SPSRM and gives written notice to the Supplier of the same. The effective date of the activation of the account(s) of the Supplier's Representative(s) shall be the date of SP's written notice.

3.5 The Supplier shall also immediately notify SP in writing in the form and manner prescribed by SP from time to time of any changes in its particulars or the particulars of its Representative(s). SP shall make the necessary changes in SPSRM and give written notice to the Supplier of the same. The changes shall only take effect on the date of SP's written notice to the Supplier. The Supplier's Representative may make changes to his own particulars in SPSRM and the changes shall take effect immediately upon execution of the changes in SPSRM by the Representative.

3.6 The actions, failures, omissions and defaults of the Supplier's Representative(s) shall be construed and be given legal effect as if they are the actions, failures, omissions and defaults of the Supplier and the Supplier shall be fully responsible for all such matters.

3.7 The Supplier shall do all things necessary to preserve and maintain the integrity and security of SPSRM, including but not limited to ensuring that there is no unauthorised access and/or use of SPSRM or any Authentication Device and that the Authentication Devices are treated with extreme care and are available to and used by only its authorised Representatives. Each Authentication Device is issued to a specific individual authorised Representative of the Trading Partner and it shall remain confidential and shall not be shared with any other person.

3.8 The Supplier shall ensure that all Messages transmitted by it or its Representative(s) are duly authorised. The Supplier shall in any event be fully responsible for all Messages transmitted by it or by its Representatives(s).

3.9 The Supplier agrees, after taking into account all relevant factors, that the security procedure for SPSRM constitutes a commercially reasonable security procedure.

3.10 The Supplier agrees that SP is entitled to rely on the correct use and/or entry of the prescribed Authentication Device(s) by the Supplier or its Representative(s) as conclusive evidence of the authenticity of the Message and the authority of the originator of such Message.

3.11 Subject to SP's obligation only to verify that Messages were transmitted by the Supplier or its Representative(s) using the appropriate Authentication Device prescribed by SP, SP shall be entitled to rely on Messages and the Supplier shall be bound by them.

3.12 SP shall be entitled to prescribe such codes and abbreviations for use in SPSRM and may delete, amend or make additions to such codes and abbreviations from time to time. The codes and abbreviations used in SPSRM shall be set out and explained in the Website.

3.13 The Supplier shall provide its own facilities (including but not limited to computer terminals, modem, software, hardware, systems, subscription to services of Certification Authority, subscription to the services of Internet Service Provider and telecommunications facilities) for accessing and using SPSRM and shall be fully responsible for ensuring that such facilities are adequate, suitable, compatible and appropriate for the purposes of accessing and using SPSRM in accordance with this Agreement.

3.14 Where the prescribed Authentication Device is a Digital Signature, the Supplier shall subscribe to public certification services provided by the Certification Authority prescribed by the SP. The Supplier shall fully comply with the directions, instructions and/or requirements of SP and/or the Certification Authority in relation to use of the Authentication Device.

3.15 SP may from time to time upgrade, alter or modify SPSRM or any part thereof. SP will inform the Supplier by posting a notice on the Website of any change(s) in SPSRM and/or any hardware, software or other facilities required to access and/or use SPSRM and such posting notice shall constitute sufficient notice to the Supplier. It shall be the sole duty of the Supplier to check the Website for any such change(s). The Supplier shall also be solely responsible for making the necessary upgrades, alterations or modifications to its systems, hardware, software and other facilities to ensure its continued access and use of SPSRM. SP shall be under no obligation to furnish any reason for actions or decisions taken under Clause 3.16.

3.16 The Supplier shall bear all costs and expenses in relation to its access and use of SPSRM, including but not limited to the costs and expenses incurred in ensuring its continued access and use of SPSRM.

4 Representations and Warranties

4.1 The Supplier represents and warrants at all times as follows:

- a. all particulars of the Supplier and its Representatives given and to be given to SP from time to time are accurate;
- b. the Supplier is validly existing, not insolvent or bankrupt and has the legal capacity and power to enter into, perform and comply with its obligations under this Agreement; and
- c. all actions, conditions and things required to be taken, fulfilled and done in order to enable the Supplier to enter into, perform and comply with its obligations under this Agreement and to ensure that those obligations are valid, legally binding on the Trading Partner and enforceable against the Supplier have been taken, fulfilled and done.

4.2 The Supplier undertakes to ensure and hereby represents and warrants at all times that Messages and other communications sent to SP using SPSRM and/or pursuant to this Agreement are and shall be

- a. complete, accurate, true and correct; and
- b. transmitted or sent by such persons as are duly authorised by the Supplier to transmit or send the Messages and communications.

4.3 The Supplier represents and warrants at all times to be bound by all Messages and other communications transmitted or sent by the Supplier and/or its Representatives. The Supplier further agrees that SP is under no obligation to check any Messages or other communications to ascertain their completeness, veracity and accuracy.

4.4 In the event that there are any changes to the matters represented or warranted under Clause 4.1 above, the Supplier shall within one [1] working day provide written notification to the SP in the manner set out in Clause 5.1 of this Agreement.

5 Service of Notices Under the Agreement

5.1 Unless otherwise expressly provided under this Agreement, any notice which SP is required to give to the Supplier under this Agreement shall only be deemed to have been served on the Supplier if the notice is sent by

- a. post to the address provided by the Supplier in its SPSRM Supplier Registration Form or such other address as may be specified in writing by the Trading Partner to SP, whichever is the latest in time;
- b. facsimile transmission to the facsimile number provided by the Supplier in its SPSRM Supplier Registration Form or such other facsimile number as may be specified in writing by the Supplier to SP, whichever is the latest in time; or

c. email to the email address provided by the Supplier in its SPSRM Supplier Registration Form or such other email address as may be specified in writing by the Trading Partner to SP, whichever is the latest in time.

5.2 It shall be the duty of the Supplier to immediately notify SP of any change in its correspondence address, facsimile number and email address and those of its Representatives.

5.3 Unless otherwise expressly provided under this Agreement or unless otherwise specified by the SP pursuant to Clause 5.4, any notice which the Supplier is required to give to SP under this Agreement shall only be deemed to have been served on SP if the notice is sent by post or email to:

Procurement Branch

SP Group Ltd

2 Kallang Sector

Singapore 349277

Email: SPSRM@spgroup.com.sg

5.4 SP may specify from time to time changes in its correspondence address or email for purposes of service of notices under this Agreement. Any such changes shall be posted on the Website and such posting shall constitute sufficient notice to the Supplier of the changes. The changes shall take effect on the date of posting of the changes on the Website. It shall be the sole duty of the Supplier to check the Website for any changes in SP's corresponding address or facsimile number.

5.5 For the purposes of Clause 5, notices required to be served under this Agreement shall not include Messages.

5.6 Where this Agreement requires SP to serve a notice on the Supplier by posting the notice on the Website, the following shall apply:

- a. such posting on the Website shall constitute sufficient notice to the Supplier notwithstanding that the Supplier may not have viewed the notice; and
- b. the notice shall, unless otherwise specified by SP, take effect from the time of posting on the Website.

6 Off-line Communication

6.1 The Supplier may direct queries, comments or difficulties encountered with the access and/or use of SPSRM in the manner specified in Clauses 5.3 and 5.4 or to SP's Internet e-mail address specified in the Website for the purposes of receiving such off-line communication.

6.2 SP may likewise conduct off-line communication with the Supplier in the manner specified in and in accordance with Clause 5.1.

6.3 Any communication under Clause 6 shall not have any legal effect between the Parties and without prejudice to the foregoing, shall not constitute a Message or evidence of any action, transaction or notice under this Agreement or any contract or performance of any contract concluded through SPSRM.

7 Evidence and Validity

7.1 Information in the form of an electronic record shall be given legal effect, validity and enforceability.

7.2 Messages transmitted and/or generated on the basis of and in accordance with this Agreement shall have, between the Parties, a comparable evidential value to that accorded to written documents.

7.3 Without prejudice to Clause 7.4, the Parties expressly accept and agree that any and all Messages transmitted through and/or generated by SPSRM are final, conclusive and binding for all purposes and shall be relevant and admissible in evidence. The Parties further expressly agree that they shall not dispute the authority, accuracy and/or authenticity of any Message (or any part thereof) on the ground that the Message is transmitted and/or generated electronically.

7.4 The Parties expressly accept that Contracts are validly formed by Message(s) transmitted through and/or generated by SPSRM, and expressly waive any right to bring any action challenging the validity of a Contract concluded between themselves solely on the ground that the Contract was concluded through SPSRM.

8. Formation of Contract through SPSRM

8.1 Unless otherwise expressly provided in this Agreement, a Contract may only be formed in the manner specified in this Agreement.

9 Calling of Tender ["COT"]

9.1 SP may at any time invite Suppliers to submit offers in response to a COT for the supply of goods and services through SPSRM. This is referred to hereafter as electronic COT.

9.2 All electronic COTs from SP shall be issued to Suppliers through SPSRM.

9.3 A Supplier may, in response to the COT, submit its offer to SP through SPSRM within the time specified in the COT. The issuance of the Offer Message shall constitute the Supplier's binding offer to SP.

9.4 If SP decides to accept the Supplier's offer, it shall convey its acceptance by issuing a letter of award to the Supplier.

9.5 SP reserves the right to disregard any offers which is submitted after the time specified in the COT, regardless of whether the delay in the submission of the tender was occasioned wholly or in part by any unavailability of SPSRM, interruption in the access and/or use of SPSRM or any other factor attributable to the operations of SPSRM, except where the delay is caused solely by mishandling on the part of SP.

10 Term Contracts

10.1 Term Contracts may be concluded between Parties through SPSRM. When there is an existing Term Contract between SP and the Supplier, the Supplier shall be deemed to have made standing offers to SP for the provision of goods and/or services specified in the Term Contract for the price agreed upon in the Term Contract and in accordance with the terms of the Term Contract.

10.2 All Purchase Orders from SP for the purchase of specified goods and/or services under a Term Contract shall be issued to the Supplier through SPSRM. The e-mail constituting a Purchase Order is referred to as "Purchase Order Email". The issuance of the Purchase Order Email(s) shall constitute SP's acceptance of the standing offer(s) of the Supplier under the Term Contract.

11 Request for Quotation ["RFQ"]

11.1 SP may at any time invite Suppliers to submit offers in response to an RFQ for specified goods and/or services through SPSRM. For the avoidance of doubt, an RFQ is not pursuant to any existing or underlying Term Contract between the Parties and is referred to hereafter as electronic RFQ

11.2 All electronic RFQs from SP shall be issued to the Supplier through SPSRM. The RFQ shall not constitute an offer or acceptance by SP but shall only represent an invitation to treat from SP to the Supplier.

11.3 The Supplier may, in response to the RFQ, submit its offer to SP through SPSRM within the time specified by SP. The issuance of the offer shall constitute the Supplier's binding offer to SP.

11.4 If SP decides to accept the Supplier's offer, it shall convey its acceptance by issuing a Purchase Order to the Supplier via the Purchase Order Email

11.5 SP reserves the right to disregard any offer which is submitted after the time specified by SP, regardless of whether the delay in the submission of the Quote was occasioned wholly or in part by any unavailability of SPSRM, interruption in the access and/or use of SPSRM or any other factor attributable to the operations of SPSRM, except where the delay is caused solely by mishandling on the part of SP.

12 Termination of Agreement

12.1 Notwithstanding anything in this Agreement and in addition to its other rights and remedies under this Agreement or at law, SP may terminate this Agreement on the occurrence of any of the following events at any time by giving the Supplier at least one [1] working day's notice in writing:

- a. if the Supplier breaches anything in this Agreement and neglects or otherwise fails to remedy such breach within seven [7] working days of being required in writing to do so by SP;
- b. if the Supplier become insolvents or is adjudged bankrupt, wound up or is placed under judicial management, receivership or voluntary arrangement or if a petition for bankruptcy, winding up or appointment of judicial manager has been presented against the Supplier or a resolution is passed for its winding up or if the Supplier enters into any composition or arrangement with its creditors;
- c. if the Supplier is convicted of fraud or corruption in or outside Singapore or of any offence under the Computer Misuse Act [Cap. 50A]; or

12.2 In addition to its rights under Clause 12.1, SP may terminate this Agreement at any time by giving seven [7] working days' notice in writing to the Supplier.

12.3 SP's notice of termination shall be sent to the Supplier in accordance with Clause 5.1a or Clause 5.1b and the Supplier shall be deemed to have received the notice of termination on the date it is sent by SP.

12.4 SP shall be entitled to terminate this Agreement in accordance with Clause 12 without being liable for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect.

12.5 Subject to Clause 12.6, the Supplier may terminate this Agreement at any time by giving seven [7] working days' notice in writing to SP. The Supplier's notice of termination shall not take effect except in accordance with Clause 12.8.

12.6 The Supplier shall not be entitled to terminate this Agreement if there is any existing Period Contract or Framework Agreement between SP and the Supplier which has not expired or otherwise been determined.

12.7 The Supplier's notice of termination shall be sent to SP in accordance with Clause 5.3.

12.8 After receiving the Supplier's notice of termination, SP shall determine the date on which the Supplier's notice of termination shall take effect and shall notify the Supplier in accordance with Clause 5.1 of the effective date of termination of this Agreement. The date of termination of this Agreement as determined by SP shall not exceed seven (7) working days from SP's actual receipt of the Supplier's notice of termination.

12.9 The following consequences shall immediately follow upon notice of termination being given in accordance with this Clause 12:

- a. The Supplier may make new offers to SP through SPSRM any time before the termination of this Agreement.
- b. SP may at any time before the termination of this Agreement, accept through SPSRM any offer made by the Supplier before or after service of the notice of termination and such acceptance shall constitute a binding Contract between the Parties.

12.10 The following consequences shall immediately follow upon termination of this Agreement:

- a. The Parties shall not be able to transact with each other through SPSRM.
- b. The Supplier's obligations under all Contracts concluded through SPSRM before the termination of this Agreement shall continue and shall not be affected in any way by the termination of this Agreement.
- c. The Supplier's obligations under existing Period Contracts and Framework Agreements shall continue and shall not be affected in any way by the termination of this Agreement.
- d. The termination of this Agreement shall not affect any rights and liabilities accruing immediately before the date of termination.

13 Revocation of Authorisation of Supplier's Representative

13.1 The revocation of the authorisation given by the Supplier to its Representative for the purposes of transacting through SPSRM on the Supplier's behalf shall be effected in SPSRM in one of the following ways only:

- a. The Supplier shall notify SP in writing of the revocation of the authorisation given to its specified Authorised Representative. SP shall delete the Supplier's Representative's account in SPSRM and shall send a written notice to this effect to the Supplier by post, facsimile or email in accordance with Clause 5. The revocation of the authorisation of the Supplier's Representative shall only take effect on the date of SP's written notice; or
- b. The Supplier's Representative may delete his account in SPSRM and the revocation of the authorisation of the Supplier's Representative shall take effect immediately upon the deletion of the account.

13.2 The Supplier shall be fully responsible for the actions, failures, omissions and defaults of its Representative until the effective date of the revocation of the Representative's authorisation.

13.3 The following consequences shall immediately follow upon the revocation of the authorisation of the Supplier's Representative:

- a. The Representative shall not be allowed to access and use SPSRM on the Supplier's behalf.
- b. The revocation of the Representative's authorisation shall not in any way affect the Trading Partner's obligations under this Agreement, Contracts concluded through SPSRM and existing Period Contracts and Framework Agreements.
- c. It shall be the sole duty of the Supplier to ensure that it is able to continue to access and use SPSRM and fulfill its obligations under this Agreement, all contracts concluded through SPSRM and existing Period Contracts and Framework Agreements, despite the revocation of its Representative's authorisation.

13.4 SP shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable in any way to the revocation of the authorisation of the Supplier's Representative.

14 Liability and Indemnity

14.1 The Supplier acknowledges that there are security, corruption, transmission error and access availability risks associated with using open networks and Internet websites and hereby expressly assumes such risks.

14.2 Without prejudice to the foregoing, SP does not make any warranty or representation that the access and/or use of SPSRM or any part thereof will be uninterrupted, timely, secure, free from virus or

other malicious, destructive or corrupting code, programme or macro, free from transmission errors or otherwise error-free.

14.3 No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with SPSRM.

14.4 Any hyperlink to any other website or any reference to any website, entity, product or service is not an endorsement or verification by SP of such website, entity, product or service. Any access, use or engagement of or other dealings with such website, entity, product or service shall be solely at the Supplier's own risks.

14.5 SP shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any breach of security, delay, corruption or destruction of data or systems (including due to but not limited to causes such as virus or other malicious, destructive or corrupting code, programme or macro), transmission error and unavailability of access associated with accessing and/or using SPSRM or any part thereof even if SP is advised as to the possibility.

14.6 SP shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any difficulty whatsoever encountered in accessing and/or using SPSRM or any part thereof arising out of or in connection to the Supplier's facilities (including but not limited to computer terminals, modem, software, hardware, systems, subscription to services of Certification Authority, subscription to the services of Internet Service Provider and telecommunications facilities).

14.7 SP shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any difficulty whatsoever encountered by the Supplier in accessing and/or using SPSRM or any part thereof or any upgrading, modification or alteration made to SPSRM (including but not limited to changes to Authentication Devices).

14.8 The Supplier shall solely be responsible and liable and shall hold SP free of liability for the acts, failures, omissions and defaults of the Supplier and its Representatives, including but not limited to unauthorised access and/or use of SPSRM or any part thereof, unauthorised disclosure or use of any Authentication Device, access and/or use of SPSRM or any part thereof in a manner inconsistent with this Agreement, doing anything contrary to this Agreement and failing to act in accordance with this Agreement.

14.9 SP shall not be liable in any way, regardless of the form of action for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, in the event of the termination or suspension of SPSRM (whether notice is given to Supplier or not) due to events beyond SP'S control.

14.10 Without prejudice to the foregoing, SP shall not be liable, regardless of the form of action, for any damages, losses, costs, expenses, liabilities or compensation whatsoever (whether direct, indirect, special or consequential or economic loss and whether foreseeable or not) arising from or in connection with or referable to the access and/or use of SPSRM.

14.11 The Supplier hereby agrees to indemnify and hold SP harmless against all damages, losses, costs (including legal costs), expenses and liabilities suffered or incurred by the SP arising out of or referable to any claims, suits or proceedings brought against the SP by third parties arising out of or in connection to the Supplier's and/or its Representative's access and/or use (including but not limited to unauthorised access and/or use) of SPSRM or any part thereof.

14.12 The word "SP" in Clause 14 shall include SP's servants and agents.

15 Confidentiality

15.1 The Supplier shall ensure that any Message (including part thereof) from SP is maintained in confidence and is not disclosed to any unauthorised person or used by the Supplier other than for the purposes to which the Message relates. Messages or any part thereof shall not be regarded as containing confidential information to the extent that such information is in the public domain.

15.2 Clause 15 shall survive the termination of this Agreement.

16 Intellectual Property Rights

16.1 The copyright in SPSRM and the Website is owned by SP or its licensors. The SPSRM and/or the Website or any part thereof shall not be reproduced, distributed, adapted, modified, republished, displayed, broadcasted, hyperlinked, framed or transmitted in any manner or by any means or stored in an information retrieval system or "mirrored" on any other server without SP's prior written permission.

16.2 Clause 16 shall survive the termination of this Agreement.

17 Waiver

17.1 No waiver of any breach shall be effective unless made in writing by the Party granting such waiver and given to the other Party in accordance with Clause 5.

17.2 Unless otherwise expressly provided, the extent of any waiver granted shall be restricted to the specific breach concerned and shall not extend to any further occurrence of such breach or any other breach.

17.3 The rights and remedies provided to the Parties under this Agreement are cumulative and not exclusive of any rights or remedies available in law.

18 Independent Parties

18.1 For the purposes of this Agreement, the Supplier shall be and shall be deemed to be, independent and not an agent or employee of SP.

18.2 Neither Party shall have the authority to make any statement, representation or commitment of any kind, or to take any action which shall be binding or intended to be binding on the other Party, except as expressly provided in this Agreement or authorised in writing in accordance with Clause 5.

19 Assignment

19.1 The Supplier shall not assign or transfer this Agreement or any part, interest or share herein without the prior written consent of SP given by SP in accordance with Clause 5.

20 Severance

20.1 If any part of this Agreement should be held in law to be void, voidable, unenforceable or illegal, such provision shall be deemed modified to the extent required to comply with such law or, if necessary, shall be severed from the rest of the Agreement and the remainder of the Agreement shall have full force and effect.

21 Applicable Law and Jurisdiction

21.1 This Agreement shall be governed by, construed and interpreted in accordance with the laws of Singapore.

21.2 Each Party agrees to submit to the exclusive jurisdiction of the Singapore Courts as regards any claim or matter arising under or referable to this Agreement.

22 Variation of Agreement

22.1 SP reserves the right to vary this Agreement from time to time by amending, adding onto or deleting any of the terms in this Agreement.

22.2 Any variation of this Agreement shall be posted on the Website and such posting shall constitute sufficient notice to the Supplier of the variation. The variation shall take effect on the date of the posting of the variation on the Website. It shall be the sole duty of the Supplier to check the Website for any variation of this Agreement posted on the Website.

23 Application

23.1 SP shall post the current applicable version of this Agreement on the Website. Any use and/or access of SPSRM shall be governed by the applicable version of the Agreement at the time when the Message is transmitted and any notice required to be given under this Agreement shall be governed by the applicable version of this Agreement at the time when the notice is sent.

23.2 Except as otherwise expressly provided, this Agreement shall apply only to the transmission of data and not to the substance of the Messages transmitted.

24 Third Party Rights

24.1 a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of the terms of this Agreement.”

25 Mediation

25.1 Notwithstanding anything in this Agreement, in the event of any dispute, claim, question or disagreement between SP and the Supplier arising out of or relating to this Agreement, or the breach thereof, no Party shall proceed to litigation or any other form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

25.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 25.1.

25.3 Failure to comply with Clauses 25.1 and 25.2 shall be deemed to be a breach of this Agreement.