

Terms & Conditions for the Purchase of Goods and services

SECTION I – INTRODUCTION

These terms and conditions apply to the contract between COMPANY and CONTRACTOR. This contract may be in the form of a purchase order or a work statement (the contract).

These terms and conditions are binding between COMPANY and CONTRACTOR; they supersede and replace any CONTRACTOR terms and conditions or previous contracts for any goods or services (defined as scope in the contract). If the parties to this contract agree any special terms, those terms should be documented and added to the purchase order terms – or a further contract should be drawn up containing those special terms.

Where these terms and conditions are attached to or incorporated in a contract issued under an existing contract, the terms and conditions of that existing contract will overrule those of the later contract.

SECTION II – DEFINITIONS AND INTERPRETATION

1 DEFINITIONS

Capitalised words and expressions have the following meanings when interpreting the CONTRACT:

ACCEPTANCE	COMPANY accepts SCOPE in writing or is deemed to have accepted SCOPE in the manner specified by the CONTRACT.
AFFILIATE	<p>in reference to a person, any other person that:</p> <p>(a) directly or indirectly controls or is controlled by the first person; or</p> <p>(b) is directly or indirectly controlled by a person who also directly or indirectly controls the first person.</p> <p>A person controls another person if that first person has the power to manage the other person, or to influence the way in which they are managed - this can be directly or indirectly, through one or more intermediaries or in other ways. This control may be exerted by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. Any affiliate of Aster Chemicals and Energy Pte. Ltd. and/or the parent company of Aster Chemicals and Energy Pte. Ltd. is an affiliate of COMPANY.</p>
AGENCY PERSONNEL	those CONTRACTOR PERSONNEL who are not direct employees, but are working under the direct control and supervision of CONTRACTOR GROUP.
ANTI-CORRUPTION LAWS	include the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act 2010, and all other applicable laws that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of any GOVERNMENT OFFICIAL or any other person - these laws also prohibit providing unlawful gratuities, facilitation payments, or other benefits to such people.

APPLICABLE DATA PROTECTION LAWS	covers all laws, rules, regulations, governmental requirements, codes, as well as international, federal, state, provincial laws that apply to COMPANY when acting as a controller or processor of personal data.
APPLICABLE LAWS	where applicable to a PERSON, property, or circumstance, and as amended from time to time: <ul style="list-style-type: none">(a) statutes (including regulations enacted under those statutes);(b) national, regional, provincial, state, municipal, or local laws;(c) judgments and orders of courts of competent jurisdiction;(d) rules, regulations, and orders issued by government agencies, authorities, and other regulatory bodies; and(e) regulatory approvals, permits, licenses, approvals, and authorisations.
ASTER CONTRACTOR	a PERSON acting as contractor of an AFFILIATE of Aster Chemicals and Energy Pte Ltd.
AUTHORITIES	refers to the government and any county, municipality, local government or other political subdivision, instrumentality, ministry, or department that has jurisdiction over any part of scope, or any county, municipality, local government or other political subdivision at any of these listed.
BOOKS AND RECORDS	books, accounts, contracts, records, and documentation, in electronic format, or otherwise, in respect of the CONTRACT and performance of SCOPE.
COMPANY GROUP	COMPANY and <ul style="list-style-type: none">(a) its CO-VENTURERS and JOINT VENTURES;(b) any AFFILIATE of COMPANY, its JOINT VENTURES, or its CO-VENTURERS; and(c) any director, officer, employee, or other individual working under the direct control and supervision of COMPANY, its JOINT VENTURES, or CO-VENTURERS, or the AFFILIATES of COMPANY, its JOINT VENTURES, or CO-VENTURERS. A reference to COMPANY GROUP includes a reference to each of its members severally.
COMPANY PROVIDED ITEMS	items of materials, equipment, services, or facilities, provided by COMPANY to CONTRACTOR to perform SCOPE.
CONFIDENTIAL INFORMATION	all data, software and all technical, commercial, or other information, and all documents and other tangible items that record information, whether on paper, in machine readable format, by sound or video, by way of samples or otherwise, relating to a PERSON'S business, including WORK PRODUCT, PERSONAL DATA, and SCOPE provided to that PERSON, business plans, property, way of doing business, business results or prospects, the terms and negotiations of the CONTRACT, proprietary software, IP RIGHTS, and business records.
CONSEQUENTIAL LOSS	<ul style="list-style-type: none">(a) indirect or consequential losses; and(b) loss and/or deferral of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the CONTRACT.
CONTRACT	the agreement formed by Section I and the Sections which follow, and any PURCHASE ORDER.

CONTRACT PRICE	the total amount payable by COMPANY to CONTRACTOR.
CONTRACTOR EQUIPMENT	any machinery, plant, tools, equipment, goods, materials, supplies, and other items (including all appropriate associated spare parts, storage containers, packing, and securing) owned or contracted for by CONTRACTOR GROUP, provided title has not passed and will not pass to COMPANY under the CONTRACT.
CONTRACTOR GROUP	CONTRACTOR and: (a) its SUBCONTRACTORS; (b) any AFFILIATE of CONTRACTOR or its SUBCONTRACTORS; and (c) any director, officer, employee, other PERSON or AGENCY PERSONNEL employed by or acting for and on behalf of CONTRACTOR, its SUBCONTRACTORS, or the AFFILIATES of CONTRACTOR and its SUBCONTRACTORS. A reference to CONTRACTOR GROUP includes a reference to each of its members severally.
CONTRACTOR PERSONNEL	any individual provided by CONTRACTOR GROUP, whether directly or indirectly, and assigned to work in connection with the performance of SCOPE, whether or not an employee of CONTRACTOR GROUP.
CO-VENTURE	any PERSON who is a party to a joint operating agreement, unitisation agreement, or similar agreement: (a) with COMPANY or any of its AFFILIATES; and (b) which JOINT VENTURE or agreement is related to SCOPE performed under the CONTRACT. A reference to CO-VENTURERS includes reference to each CO-VENTURER severally and to its respective successors and permitted assigns (the people to whom the property or interest of a co-venturer may be transferred).
FORCE MAJEURE EVENT	the events qualifying as a force majeure event as expressly set out in the CONTRACT.
GOODS	goods, materials, products, and equipment to be supplied by CONTRACTOR under the CONTRACT.
GOVERNMENT OFFICIAL	<ul style="list-style-type: none"> (a) any official or employee of any government, or any agency, ministry, or department of a government (at any level); (b) anyone acting in an official capacity for a government regardless of rank or position; (c) any official or employee of a company wholly or partially controlled by a government (e.g. a state-owned oil company), political party, or any official of a political party; (d) any candidate for political office, or any officer or employee of a public international organisation (e.g. the United Nations or the World Bank); and (e) any immediate family member (meaning a spouse, dependent child, or household member) of any of the foregoing.
GROSS NEGLIGENCE	any act or failure to act (whether sole, joint, or concurrent) that is so great as to cause harm to people, property, or the environment and that: (a) seriously and substantially deviates from a diligent course of action; or (b) is in reckless disregard of or wanton indifference to a risk known or so obvious that it should have been known.
HSSE STANDARDS	<ul style="list-style-type: none"> (a) all HSSE policies, manuals, standards, rules, and procedures, as communicated to CONTRACTOR, designed to manage HSSE risks during performance of SCOPE under the CONTRACT; (b) all APPLICABLE LAWS relating to HSSE; and (c) any other rules and procedures (whether issued by COMPANY GROUP or

otherwise) in force at a relevant COMPANY GROUP WORKSITE at the time of performance of SCOPE.

INCOTERM	the current version of INCOTERMS as published by the International Chamber of Commerce.
INDEMNIFY	release, save, indemnify, defend, and hold harmless.
INDIRECT TAXES	any of the following: <ul style="list-style-type: none"> (a) value added tax; (b) goods and services tax; or (c) sales tax or a similar levy.
INSOLVENCY EVENT	when a PERSON <ul style="list-style-type: none"> (a) stops or suspends, or threatens to stop or suspend, payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation, compromise, deferral, or general assignment of, all or substantially all of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all or substantially all of its debts; (e) takes any step with a view to the administration, winding up, or bankruptcy of that PERSON; (f) is subject to an event in which all or substantially all of its assets are subject to any steps taken to enforce security over those assets or to levy execution or similar process, including the appointment of a receiver, trustee in bankruptcy, or similar officer; or (g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the INSOLVENCY EVENTS listed above.
INSURANCE REQUIREMENTS	Section VI of the CONTRACT, setting out the types and amounts of policies of insurance required and related matters.
IP RIGHTS	cover patents, copyrights (including rights in computer software), database rights, design rights, rights in CONFIDENTIAL INFORMATION, and rights in proprietary technical information and know-how, trade secrets and inventions, moral rights, trademarks, service marks and design marks, whether these are all registered or not, including all applications for any of them and all equivalent rights in all parts of the world; these rights apply in all circumstances and at any stage of their full term, and include any divisions, re-issues, re-examinations, continuations, continuations-in-part, and renewals.
JOINT VENTURE	any entity in which an AFFILIATE of Aster Chemicals and Energy Pte Ltd.: <ul style="list-style-type: none"> (a) has a direct or indirect ownership interest; and (b) is not an AFFILIATE; (c) the activities of which are related to SCOPE.
LIABILITIES	liabilities for all claims, losses, damages, costs (including legal fees), and expenses.

LIENS	liens, attachments, charges, claims, or other encumbrances against SCOPE or property of COMPANY GROUP.
LIQUIDATED DAMAGES	amounts agreed in the CONTRACT that CONTRACTOR must pay to COMPANY if certain events or performance as specified in the CONTRACT are not timely achieved.
OTHER CONTRACTOR	any other contractor engaged by COMPANY to perform work at the WORKSITE.
OTHER CONTRACTOR GROUP	<p>OTHER CONTRACTOR and:</p> <ul style="list-style-type: none"> (a) its subcontractors; (b) any AFFILIATE of OTHER CONTRACTOR or its subcontractors; and (c) any director, officer, employee, other PERSON, or AGENCY PERSONNEL employed by or acting for and on behalf of OTHER CONTRACTOR, its subcontractors, or the AFFILIATES of OTHER CONTRACTOR and its subcontractors. with the exception of any members of COMPANY GROUP and CONTRACTOR GROUP. <p>A reference to OTHER CONTRACTOR GROUP includes a reference to each OTHER CONTRACTOR severally.</p>
OTHER PERMITTED BUYER	<ul style="list-style-type: none"> (a) JOINT VENTURES; and (b) ASTER CONTRACTORS.
PERSON	<ul style="list-style-type: none"> (a) a natural person; or (b) a legal person, including any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency, or instrumentality, or unincorporated venture.
PERSONAL DATA	any information relating to an identified or identifiable individual, unless otherwise defined under APPLICABLE LAWS related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information.
RESTRICTED JURISDICTION	a country, state, territory or region which is subject to comprehensive economic or trade restrictions under TRADE CONTROL LAWS applicable to any party involved in the performance of the CONTRACT. As of the date of this CONTRACT, RESTRICTED JURISDICTIONS include Cuba, Crimea and Sevastopol and other non-government-controlled territories of Ukraine, Iran, North Korea and Syria.
RESTRICTED PARTY	any PERSON that is: (i) resident, established or registered in a RESTRICTED JURISDICTION; (ii) classified as a US OFAC Specially Designated National or otherwise subject to blocking sanctions under TRADE CONTROL LAWS; (iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant TRADE CONTROL LAWS), or acting on behalf of, persons, entities or organisations described in (i) or (ii); or (iv) a director, officer or employee of a PERSON described in (i) to (iii).
SCOPE	refers to all activities and obligations performed under this contract including GOODS to be delivered or the services to be performed by or on behalf of CONTRACTOR under this contract (including those set out in SCOPE DESCRIPTION), and any WORK PRODUCT provided.

SERVICES	services to be supplied by CONTRACTOR under the CONTRACT, including the results of those services.
SOFTWARE	any software forming part of SCOPE or necessary for the intended use of SCOPE, including, as applicable, the database and all machine codes, binaries, object codes or source codes, whether in a machine or human readable form, and all improvements, modifications, and updates, flow charts, logic diagrams, passwords, and output tapes, and any future updates, releases, and generally available associated software items, together with the license to use them or ownership rights in them.
STANDARDS OF PRACTICE	is a term used with reference to SCOPE and the performance of SCOPE to define the sound standards, methods, skill, care, techniques, principles and practices that are recognised and generally accepted in the international energy industry.
SUBCONTRACT	any contract between CONTRACTOR and a SUBCONTRACTOR or between a SUBCONTRACTOR and another SUBCONTRACTOR of any tier for the performance of any part of SCOPE, including any call off under framework agreements and supply agreements for materials.
SUBCONTRACTOR	identifies any party to a SUBCONTRACT, other than COMPANY and CONTRACTOR, including any employers of AGENCY PERSONNEL (except as explicitly provided otherwise).
TAXES	all taxes, duties, levies, import, export, customs, stamp or excise duties (including clearing and brokerage charges), charges, surcharges, withholdings, deductions, or contributions that are imposed or assessed by any competent authority of the country where SCOPE is performed or any other country in accordance with APPLICABLE LAWS.
TRADE CONTROL LAWS	all APPLICABLE LAWS concerning the import, export, or re-export of goods, software, or technology, or their direct product, including: <ul style="list-style-type: none"> (a) applicable customs regulations, Council Regulation (EC) No. 428/2009; (b) any sanction regulations issued by the Council of the European Union; (c) the International Traffic in Arms Regulations ("ITAR"); (d) the Export Administration Regulations ("EAR"); and (e) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control in relation to export control, anti-boycott, and trade sanctions matters.
VARIATION	a modification or alteration of, addition to, or deletion of, all or part of SCOPE.
VARIATION ASSESSMENT	a proposal prepared by CONTRACTOR in respect of a VARIATION in which it provides full detail of the following: <ul style="list-style-type: none"> (a) the impact of the proposed VARIATION on SCOPE; (b) a detailed schedule for the performance of adjusted SCOPE; (c) the effect on the CONTRACT PRICE (if any), determined in accordance with the CONTRACT; and (d) any other information COMPANY concludes is necessary for its evaluation.
VARIATION ORDER	a written order for a VARIATION authorised by COMPANY.
WILFUL	a deliberate act or omission, the consequences of which were foreseen or

MISCONDUCT	foreseeable, that was intended to cause harm to people, property, or the environment.
WORK PRODUCT	refers to any and all information, reports, data, databases, drawings, computer programs (including source code, object code, program and documentation), semiconductor topography, mask work, spread sheets, presentations, analyses, results, conclusions, findings, solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications or other information, documents, materials, or goods which arises or is made, created, generated or discovered, directly or indirectly, under the CONTRACT, in connection with SCOPE, or which are made, created, or generated from or using COMPANY GROUP'S CONFIDENTIAL INFORMATION or COMPANY GROUP'S IP RIGHTS.
WORKSITE	lands, waters, and other places on, under, in, or through which SCOPE or activities in connection with SCOPE are to be performed, including manufacturing, fabrication, or storage facilities, offshore installations, floating construction equipment, vessels, offices, workshops, camps, or messing facilities. WORKSITE does not include any lands, waters, or other places used during transportation to and from WORKSITES.

SECTION IIIA – SPECIAL TERMS AND CONDITIONS

1 REQUIREMENTS PERTAINING TO SCOPE

This CONTRACT is non-exclusive and carries no requirement for COMPANY to place any orders or purchase any minimum quantities. COMPANY may acquire same or similar SCOPE from other suppliers.

2 REQUIREMENTS PERTAINING TO GOODS

- (a) CONTRACTOR guarantees that GOODS supplied in connection with the performance of SCOPE will be: (i) without fault, defect, or deficiency; (ii) new on delivery, unless otherwise specified in the CONTRACT; (iii) fit for use for any purpose specified in the CONTRACT; and (iv) in strict conformance with the CONTRACT and any specification, drawing, or other description supplied by COMPANY to CONTRACTOR and agreed to as part of the CONTRACT.
- (b) Unless a different period is specified in the scope description, CONTRACTOR'S warranty for GOODS applies to all defects arising within 12 months of COMPANY'S ACCEPTANCE of GOODS.
- (c) Following ACCEPTANCE by COMPANY of the GOODS, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.
- (d) In any case where International Commercial Terms (INCOTERMS) are specified, CONTRACTOR retains risk of loss of and damage to the GOODS until delivery is complete in accordance with the INCOTERMS, or until the COMPANY takes physical possession of the GOODS.
- (e) Ownership of the GOODS will pass to COMPANY at the earlier of: (i) risk of loss of and damage to the GOODS passing to COMPANY; or (ii) as COMPANY makes payment for the GOODS.

- (f) CONTRACTOR will pack the GOODS so that they may be transported and unloaded safely. CONTRACTOR represents that, on delivery, the GOODS will have been accurately described, classified, marked, and labelled, in accordance with the CONTRACT, all APPLICABLE LAWS, and STANDARDS OF PRACTICE.

3 REQUIREMENTS PERTAINING TO SERVICES

3.1 Services Warranties

- (a) CONTRACTOR warrants that all SERVICES supplied in connection with the performance of SCOPE will be: (i) performed in accordance with the CONTRACT; (ii) fit for use for any purpose specified in the CONTRACT; and (iii) free from any defect or deficiency.
- (b) Unless a different period is Specified in the Scope Description, CONTRACTOR'S warranty for SERVICES applies to all defects arising within 12 months of COMPANY'S ACCEPTANCE of the SERVICES.
- (c) Following ACCEPTANCE by COMPANY of the SERVICES, the warranties set out in this Article are in lieu of all other warranties expressed or implied by statute, common law, custom, usage, or otherwise.

3.2 Additional Services Assurances

CONTRACTOR will supply SERVICES diligently, efficiently, and carefully, in a good and professional manner, and in accordance with the CONTRACT and all STANDARD OF PRACTICE. CONTRACTOR will provide all skills, labour, supervision, equipment, goods, materials, supplies, transport and storage required for SERVICES.

3.3 CONTRACTOR PERSONNEL in Connection with SERVICES

Where required by COMPANY, CONTRACTOR will perform at its own expense, security background checks and obtain entry credentials for CONTRACTOR PERSONNEL on COMPANY GROUP WORKSITES.

4 COMPENSATION, PAYMENT, AND INVOICING

- (a) COMPANY agrees to pay the CONTRACT PRICE to CONTRACTOR in the currency requested by COMPANY, if not otherwise specified in the Schedule of Prices, and at the times and in the manner specified in this Article. The CONTRACT PRICE is all-inclusive except for value added tax or sales tax.
- (b) CONTRACTOR will invoice only after ACCEPTANCE of SCOPE, except as otherwise provided in the CONTRACT.
- (c) COMPANY will pay CONTRACTOR any undisputed amount within 60 days after receipt of a correct and adequately supported invoice. An invoice is considered unsupported when COMPANY cannot reasonably verify the legitimacy or accuracy of the invoice using the information provided by CONTRACTOR or if supporting documentation is missing.
- (d) Payment of an invoice is not: (i) by itself an accord and satisfaction, or otherwise a limitation of the rights of the parties in connection with the matter; or (ii) ACCEPTANCE of SCOPE was performed in accordance with the CONTRACT.

- (e) If COMPANY disputes an invoice, COMPANY may withhold payment of any disputed part of an invoice and pay only the undisputed part. COMPANY may, on notice to CONTRACTOR, set off any liabilities between CONTRACTOR and COMPANY arising out of the CONTRACT or any other agreement. Any exercise by COMPANY of its rights under this provision will be without prejudice to any other rights or remedies available to COMPANY.

5 QUALITY ASSURANCE

CONTRACTOR must have quality assurance programs in place adequate to support its performance of SCOPE.

6 ACCESS TO COMPANY SYSTEMS, INFORMATION, OR INFRASTRUCTURE

Access to COMPANY GROUP's information technology or resources (including COMPANY'S infrastructure) in order to perform scope, will require CONTRACTOR to sign and comply with COMPANY'S standard terms and conditions for access and security - unless the parties agreed otherwise in writing.

7 VARIATIONS

COMPANY may request, or CONTRACTOR may initiate, a VARIATION ASSESSMENT. CONTRACTOR is not entitled to a VARIATION for matters that were included in SCOPE, or matters that CONTRACTOR agreed to perform or take into account in connection with the CONTRACT. COMPANY may reject or accept the VARIATION ASSESSMENT by issuing a VARIATION ORDER.

8 INSPECTIONS, TESTING AND ACCEPTANCE OF SCOPE

- (a) To confirm SCOPE complies with the CONTRACT, CONTRACTOR will perform all tests and inspections required by the CONTRACT, APPLICABLE LAWS and, unless otherwise specified in the CONTRACT, STANDARDS OF PRACTICE.
- (b) CONTRACTOR will request acceptance of goods upon the completion of the delivery of these goods, or acceptance of services upon the completion of these services. Acceptance has occurred if one of the following takes place: (i) COMPANY has notified CONTRACTOR in writing; (ii) 30 days has passed after CONTRACTOR'S request for ACCEPTANCE; (iii) scope is put into commercial use by COMPANY GROUP.
- (c) ACCEPTANCE of GOODS/SERVICES marks the start of the warranty period. Other remedies that are included in the contract will not be affected by ACCEPTANCE of GOODS/SERVICES and will continue to apply.

9 REMEDIAL ACTIONS

If defects in SCOPE are discovered, CONTRACTOR will provide a plan to remedy the defects and will remedy the defects in an expeditious manner. Without prejudice to other remedies it may have, COMPANY may perform or have others perform some or all of the remedial actions, and CONTRACTOR will pay or promptly reimburse COMPANY for all costs CONTRACTOR would have been liable for under the CONTRACT where: (i) emergency situations or other HSSE risks require

the immediate performance of remedial actions; (ii) CONTRACTOR presents a plan which does not provide for expeditious completion of warranty work; or (iii) CONTRACTOR does not timely complete the actions according to the agreed Schedule, CONTRACTOR'S warranties against defects are assignable, and CONTRACTOR will assign to COMPANY all manufacturers' warranties or will pursue for COMPANY or its assignee all warranties that cannot be assigned.

SECTION IIIB – GENERAL TERMS AND CONDITIONS

1 PERFORMANCE

CONTRACTOR will participate in business performance reviews established by the SCOPE Description or, alternatively, by COMPANY'S representative,

2 TAXES

2.1 CONTRACTOR TAXES

CONTRACTOR will be responsible for payment of all TAXES, and any interest, fines, or penalties for which CONTRACTOR GROUP is liable for: (a) income, capital gains, and wages; and (b) import or export of CONTRACTOR EQUIPMENT, or the movement of CONTRACTOR PERSONNEL.

2.2 INDIRECT TAXES

- (a) All payments or values of consideration provided for are exclusive of Goods and Services Tax ("GST") chargeable under the Singapore Goods and Services Tax Act (Cap 117A) which, if applicable, will (unless otherwise specifically provided otherwise) be borne by the respective recipients of the relevant supply and are payable in accordance with the Singapore Goods and Services Tax Act (Cap. 117A). Where GST is chargeable under the Goods and Services Tax Act (Cap. 117A), an invoice in compliance with Regulation 11 of the GST (General) Regulation will be issued to COMPANY. CONTRACTOR will render to COMPANY an invoice in triplicate supported by signed delivery orders for the maintenance and support supplied under each PURCHASE ORDER and for amounts due in accordance with this CONTRACT.
- (b) The amounts on the invoice will be in such detail as requested by COMPANY and will show separately the individual amounts in respect of each component of SCOPE.
- (c) Invoices are to be submitted in Singapore currency, unless this CONTRACT allows the amount due to be invoiced in a foreign currency, in which case it will be paid in that currency, or if agreed to be settled in Singapore dollars, it will be converted at the current bank rate of exchange published by the Standard Chartered Bank in Singapore (or such other bank as COMPANY may designate in writing) on the day payment of invoices is arranged by COMPANY.

2.3 Withholding

- (a) Where required under APPLICABLE LAWS, COMPANY will withhold TAXES from amounts payable to CONTRACTOR and pay them over to relevant AUTHORITIES. The sum of the TAXES being withheld is a corresponding discharge of COMPANY'S liability to CONTRACTOR under the contract.

- (b) CONTRACTOR will provide copies of any valid exemption certificate it holds, or further information to demonstrate its entitlement to avoid the withholding; COMPANY may then rely on these to apply the exemption.

3 LIENS

- (a) CONTRACTOR warrants good and clear title to SCOPE supplied.
- (b) CONTRACTOR will not permit CONTRACTOR GROUP to place any LIENS or claim any LIENS.
- (c) CONTRACTOR will immediately notify COMPANY and promptly remove any LIENS by CONTRACTOR GROUP.

4 SUSPENSION

- (a) COMPANY may suspend performance of all or part of SCOPE for cause. Written notice is required for such suspension, which takes effect immediately pending COMPANY'S decision on whether it has grounds to terminate the contract for cause. If there is suspending for cause, CONTRACTOR will not be entitled to any VARIATION or other compensation.
- (b) COMPANY may suspend performance of all or part of SCOPE for convenience at its own discretion with seven days' prior written notice. CONTRACTOR may seek a VARIATION if actions required by suspension affect the schedule or timing of SCOPE.
- (c) COMPANY may at any time withdraw by written notice all or part of a suspension, and CONTRACTOR will resume performance.

5 TERMINATION

5.1 Termination by COMPANY

- (a) COMPANY may terminate the CONTRACT or reduce SCOPE for cause by written notice with immediate effect if:
 - (i) in connection with performance of the CONTRACT, CONTRACTOR GROUP breaches its own Business Principles, or if it has no equivalent principles, then Aster's Business Principles;
 - (ii) any member of CONTRACTOR GROUP violates ANTI-CORRUPTION LAWS, applicable competition laws, TRADE CONTROL LAWS, other APPLICABLE LAWS, or HSSE STANDARDS or causes COMPANY to be in violation of those laws or HSSE STANDARDS;
 - (iii) any member of CONTRACTOR GROUP becomes a RESTRICTED PARTY; or
 - (iv) CONTRACTOR is subject to an INSOLVENCY EVENT.
- (b) COMPANY may terminate the CONTRACT or reduce SCOPE for cause where COMPANY determines CONTRACTOR materially breached a term or condition of the CONTRACT other than those set out in the preceding paragraph. COMPANY will first provide written notice which may require CONTRACTOR to remedy the breach, or COMPANY may terminate the CONTRACT if COMPANY determines the breach is not capable of timely remedy, or it is not subsequently remedied.
- (c) COMPANY may terminate the CONTRACT or reduce SCOPE for convenience at its own discretion with 30 days' prior written notice.

5.2 Termination by CONTRACTOR

- (a) CONTRACTOR may terminate the CONTRACT with prior written notice of at least 30 days when:
 - (i) COMPANY fails to pay an undisputed amount to CONTRACTOR that is properly presented, due, and payable for more than 60 days and exceeds 5% of the contract price. This assumes complete performance of the contract and is subject to: (a) CONTRACTOR giving COMPANY written notice specifying the unpaid amount and requiring it to be paid within a further period of 14 days of such notice;
 - (ii) COMPANY failing to make the payment or to provide proper grounds for non-payment during the notice period; and
 - (iii) COMPANY fails to cure or provide proper grounds for non-payment during the notice period.
- (b) CONTRACTOR's termination rights do not apply to non-payment in the case of COMPANY's valid exercise of set off rights.

5.3 CONTRACTOR Obligations on Termination

Upon termination, CONTRACTOR will promptly cease performance of terminated SCOPE, give access to SCOPE in progress, avoid unreasonable interference with others, and take reasonable steps to allow COMPANY to complete SCOPE. These steps include turning over all documentation for SCOPE and SOFTWARE which was to be supplied in connection with the contract.

5.4 Compensation in the Event of Termination

- (a) If COMPANY terminates the contract or part of SCOPE for cause, COMPANY will determine and pay the amounts (minus any valid deductions) owed to CONTRACTOR for SCOPE properly performed in accordance with the CONTRACT.
- (b) If COMPANY terminates the whole of the CONTRACT for convenience, or CONTRACTOR validly terminates for non-payment, COMPANY will also pay reasonable, unavoidable and auditable costs that COMPANY has agreed elsewhere in the contract to pay on termination for convenience by COMPANY.

5.5 Exclusive Reasons for Termination

The parties waive any right to terminate, rescind, or otherwise end the CONTRACT on grounds other than those set out in the CONTRACT.

6 LIQUIDATED DAMAGES

Any LIQUIDATED DAMAGES set out in the CONTRACT are genuine pre-estimates of the losses that may be sustained by failure of performance. COMPANY may claim demonstrated general damages in any case where LIQUIDATED DAMAGES are unenforceable.

7 LIABILITIES AND INDEMNITIES

- (a) Any liability for loss of and damage to property and for personal injury, death or disease to any person that arises in connection with the contract will be determined in accordance with applicable law.
- (b) Neither party will be liable to the other for that other party's own CONSEQUENTIAL LOSS, regardless of negligence or other fault unless CONSEQUENTIAL LOSSES are caused by the disclosure of CONFIDENTIAL INFORMATION or liabilities related to IP RIGHTS.

8 INSURANCE

Before beginning performance, CONTRACTOR will arrange any insurance required by APPLICABLE LAWS, and maintain that insurance in effect for as long as the contract lasts. If the obligation to procure insurance and perform other actions in connection with this clause is satisfied, this will not relieve CONTRACTOR of any other obligations or liabilities.

9 COMPLIANCE WITH APPLICABLE LAWS, BUSINESS PRINCIPLES, AND HSSE STANDARDS

9.1 APPLICABLE LAWS

The parties will comply with APPLICABLE LAWS in the performance of the contract and will notify each other of any material breaches.

9.2 Business Principles

- (a) CONTRACTOR acknowledges that it has actual knowledge of:
 - (i) the Aster General Business Principles, available at [https://www.aster.com.sg/pdfs/governance/Aster General Business Principles.pdf](https://www.aster.com.sg/pdfs/governance/Aster%20General%20Business%20Principles.pdf)
 - (ii) the Aster Code of Conduct, available at [https://www.aster.com.sg/pdfs/governance/Aster Code of Conduct.pdf](https://www.aster.com.sg/pdfs/governance/Aster%20Code%20of%20Conduct.pdf); and
 - (iii) the Aster Whistleblowing Management Policy, available at [https://www.aster.com.sg/pdfs/governance/Aster Whistleblowing Management Policy.pdf](https://www.aster.com.sg/pdfs/governance/Aster%20Whistleblowing%20Management%20Policy.pdf).
- (b) CONTRACTOR agrees that it and each member of CONTRACTOR GROUP will adhere to and notify of violations of the principles contained in the Aster General Business Principles (or where CONTRACTOR has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of COMPANY in connection with this CONTRACT and related matters.
- (c) If CONTRACTOR GROUP supplies staff that work on behalf of COMPANY or represent COMPANY, CONTRACTOR commits that the staff will behave in a manner that is consistent with the Aster Code of Conduct.

9.3 Anti-Bribery and Corruption

- (a) CONTRACTOR represents that, in connection with this CONTRACT and related matters:
 - (i) it is knowledgeable about ANTI-CORRUPTION LAWS and will comply with those laws;
 - (ii) CONTRACTOR GROUP has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly

or through any other PERSON, to or for the use or benefit of any GOVERNMENT OFFICIAL or any other PERSON where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant ANTI-BRIBERY LAWS.

- (b) CONTRACTOR will immediately notify COMPANY if CONTRACTOR receives or becomes aware of any request from a GOVERNMENT OFFICIAL or any other PERSON that is prohibited by the preceding paragraph.
- (c) CONTRACTOR affirms that no person in CONTRACTOR GROUP is a GOVERNMENT OFFICIAL or other PERSON who could assert illegal influence on behalf of COMPANY or its AFFILIATES. If a person in CONTRACTOR GROUP becomes a GOVERNMENT OFFICIAL, CONTRACTOR will promptly notify COMPANY and, should COMPANY request it, remove that individual from performance in connection with SCOPE.
- (d) CONTRACTOR will maintain adequate internal controls and procedures to ensure compliance with ANTI-BRIBERY LAWS, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its BOOKS AND RECORDS.
- (e) COMPANY will have the right to confirm compliance with ANTI-BRIBERY LAWS and record keeping by audit. CONTRACTOR will keep BOOKS AND RECORDS available for audit while the CONTRACT is in effect and thereafter for five years following termination of the CONTRACT.

9.4 Export and Trade Controls

- (a) CONTRACTOR will comply with, all applicable TRADE CONTROL LAWS and provide COMPANY with necessary data to comply with TRADE CONTROL LAWS.
- (b) CONTRACTOR will ensure that, except with the prior written consent of COMPANY: (i) COMPANY PROVIDED ITEMS are not exported, provided, or made available to any RESTRICTED JURISDICTION or RESTRICTED PARTIES; (ii) CONTRACTOR PERSONNEL with access to COMPANY GROUP'S technical information, information technology resources (including COMPANY GROUP'S infrastructure), or COMPANY GROUP WORKSITES, are not RESTRICTED PARTIES or nationals of a RESTRICTED JURISDICTION; (iii) CONTRACTOR will not utilise SUBCONTRACTORS that are RESTRICTED PARTIES; and (iv) CONTRACTOR will not source any of the goods, software or technology in scope to be delivered or supplied to COMPANY under this contract, directly or indirectly, from restricted parties or a restricted jurisdiction

9.5 PERSONAL DATA PROTECTION

- (a) The parties may provide each other with PERSONAL DATA in the course of the performance of this contract. The processing and transfer of such data will be done in accordance with APPLICABLE DATA PROTECTION LAWS. and this CONTRACT. For the avoidance of doubt CONTRACTOR may not process, sell, retain, use or disclose the PERSONAL DATA for any purpose other than for the specific purpose of performing the SCOPE specified in this contract or as required or permitted by APPLICABLE DATA PROTECTION LAWS. CONTRACTOR certifies that they understand this condition and will comply with it. Each party is a 'data controller' as defined in APPLICABLE DATA PROTECTION LAWS in respect of the PERSONAL DATA.
- (b) Personal data processed by COMPANY is governed by the terms of the Privacy Notice, available at <https://www.aster.com.sg/privacy-notice> and from the relevant Aster website in each location.

9.6 Health, Safety, Security, and Environment (“HSSE”)

- (a) In performing SCOPE at COMPANY GROUP WORKSITES, CONTRACTOR will and will ensure that CONTRACTOR GROUP will, at all times:
 - (i) pursue Aster's HSSE principle of Zero-Incident Goal; and
 - (ii) comply with other applicable HSSE STANDARDS.

9.7 Deliveries made at delivery points on Pulau Bukom; Title to GOODS under Certain Incoterms

- (a) Where delivery is to be made at delivery points on Pulau Bukom, Singapore, CONTRACTOR will, for the sea transportation between Singapore island (at Pasir Panjang jetty or such other jetty) and Pulau Bukom (at Pulau Bukom Kechil jetty or such other jetty), have its vehicle board the vessel operated by an independent contractor as may be advised by COMPANY. CONTRACTOR will liaise with COMPANY as to the timing and details of which vessel to board. CONTRACTOR will INDEMNIFY COMPANY GROUP for any and all LIABILITIES arising out of injury to or death of CONTRACTOR PERSONNEL or loss of CONTRACTOR GROUP property (regardless of the negligence or other fault of COMPANY or the independent contractor) arising out of that use. The independent contractor is not an agent of COMPANY, and the master and crew of the vessel are not employees of COMPANY.
- (b) Where the INCOTERM specified in the CONTRACT is on a delivered basis, even if the GOODS have not been delivered to COMPANY'S premises and the risk of loss or damage to the GOODS has not passed to COMPANY, title to GOODS passes to COMPANY upon arrival at the Singapore International Airport or Seaport, as the case may be, for COMPANY to arrange for import customs clearance.

10 CONFIDENTIALITY

10.1 Obligations in Connection with CONFIDENTIAL INFORMATION

- (a) CONTRACTOR will not disclose or permit a disclosure to a third party of COMPANY GROUP'S CONFIDENTIAL INFORMATION to any third party without the prior written consent of COMPANY and will use COMPANY GROUP'S CONFIDENTIAL INFORMATION only in connection with performance of the CONTRACT.
- (b) Information that CONTRACTOR can prove at disclosure is public knowledge, in the possession of CONTRACTOR without binder of Secrecy, or developed independently of COMPANY'S CONFIDENTIAL INFORMATION is not CONFIDENTIAL INFORMATION. Restrictions on disclosure of COMPANY'S CONFIDENTIAL INFORMATION will cease if CONTRACTOR can prove that the information has become part of the public knowledge through no fault of CONTRACTOR GROUP or is subsequently disclosed to CONTRACTOR without an obligation of confidentiality by a third party who has the legal right to do so.
- (c) After expiration or termination of the CONTRACT, or on COMPANY'S request, CONTRACTOR will promptly return or destroy any CONFIDENTIAL INFORMATION and delete it from electronic storage, and delete or destroy all extracts or analyses that reflect any CONFIDENTIAL INFORMATION.

10.2 CONTRACTOR Information

CONTRACTOR GROUP will not provide COMPANY GROUP with any proprietary information. COMPANY GROUP will not have an obligation not to disclose or use information provided by

CONTRACTOR GROUP except where the obligation is expressly stated elsewhere in the CONTRACT or through a separate agreement.

10.3 Mandatory Disclosure

If CONTRACTOR is required by any court, judicial, governmental, or regulatory body, or otherwise under APPLICABLE LAWS, to disclose any CONFIDENTIAL INFORMATION, CONTRACTOR, to the extent lawful to do so, shall: (a) promptly notify COMPANY of such disclosure requirement to allow COMPANY or a member of COMPANY GROUP to oppose the requirement or to seek a protective order and/or take any other action to protect such information; (b) reasonably cooperate, if requested by COMPANY or a member of COMPANY GROUP, in taking any of these actions at the COMPANY's or member of COMPANY GROUP's reasonable cost and expense; (c) disclose only that portion of such information as CONTRACTOR is legally required to disclose; and (d) use reasonable endeavors to ensure that confidential treatment is given to such information.

10.4 External Communications

CONTRACTOR must obtain written approval from COMPANY before proceeding with any external communications in connection with the CONTRACT, disclosure of business relationships, or use of COMPANY'S trademarks.

11 INTELLECTUAL PROPERTY

11.1 COMPANY'S IP RIGHTS

- (a) Except for IP rights vested with CONTRACTOR as provided below, all right, title, and interest in and to WORK PRODUCT hereby vests in COMPANY or its designee upon the generation, creation and/or discovery thereof, and shall be COMPANY's IP rights. In addition, all IP rights generated, created or discovered hereunder that use or are an improvement to COMPANY GROUP's IP rights, or are generated, created or discovered using, or are an improvement to, CONFIDENTIAL INFORMATION, hereby vests in COMPANY or its designee upon the generation, creation and/or discovery thereof, and shall be COMPANY's IP rights. CONTRACTOR will execute, and will cause CONTRACTOR GROUP to execute documents, and take all other steps as may reasonably be necessary to document the ownership of COMPANY or its nominee in the IP rights to allow COMPANY to secure, protect, and enforce those rights for the benefit and full use by COMPANY GROUP. CONTRACTOR irrevocably waives, and will cause CONTRACTOR GROUP to irrevocably waive, any moral or similar, non-transferable rights that any persons in CONTRACTOR GROUP may have in IP rights vesting in COMPANY under this sub-article. All right, title, and interest in and to WORK PRODUCT generated, created or discovered by CONTRACTOR in the performance of SCOPE that are an improvement to CONTRACTOR's IP rights hereby vests in CONTRACTOR or its designee upon the generation, creation and/or discovery thereof, and shall be CONTRACTOR's IP rights and shall not be subject to the obligations of secrecy and restricted use set forth in the confidentiality provisions herein.
- (b) CONTRACTOR, warranting that it is entitled to do so, grants to COMPANY GROUP an irrevocable, non-exclusive, perpetual, worldwide, royalty-free right and license, with the right to transfer, assign or grant sub-licenses in any of CONTRACTOR's IP rights embodied in any WORK PRODUCT, to use, have used, make, have made, sell, have sold, operate, have operated, possess, have possessed, import, have imported, export, have exported, copy, have copied, distribute, have distributed, modify, have modified, create derivative works of, have derivative works created of, improve, have

improved, repair, have repaired, maintain, have maintained any WORK PRODUCT. CONTRACTOR warrants that the sale, license, use or distribution by any member of COMPANY GROUP of any WORK PRODUCT or any other materials made available to COMPANY GROUP by CONTRACTOR in connection with scope will not infringe or misappropriate the IP rights of any third party.

- (c) CONTRACTOR will indemnify COMPANY GROUP, assignees, transferees, and sublicensees permitted by this CONTRACT for any liabilities resulting from any claim that: (i) the contractor group's provision of scope; (ii) any WORK PRODUCT provided to COMPANY GROUP; or (iii) the use of such WORK PRODUCT by any member of COMPANY GROUP, infringes or misappropriates the IP rights of any third party.

12 FINANCIAL AND PERFORMANCE AUDIT

- (a) COMPANY will have the right to audit: (i) invoiced charges and proper invoicing; (ii) other BOOKS AND RECORDS; and (iii) the performance of any other of CONTRACTOR'S obligations under the CONTRACT, where capable of being verified by audit.
- (b) Based on the findings of the audit, the parties will settle any amounts charged incorrectly within 45 days of any audit finding; and CONTRACTOR will provide or re-perform any SCOPE where the requirement to do so is identified by any audit within 45 days of any audit finding.
- (c) CONTRACTOR will keep BOOKS AND RECORDS available for audit for the longer of the following periods: (i) five years following termination of the CONTRACT or any longer period as required by APPLICABLE LAWS; or (ii) two years after the period expires on any obligation of CONTRACTOR to perform or re-perform any SCOPE.
- (d) If a longer period is specified in the CONTRACT for retention of relevant records for compliance with ANTI-BRIBERY LAWS, CONTRACTOR will comply with that requirement.

13 RELATIONSHIP OF PARTIES

13.1 Independent CONTRACTOR

CONTRACTOR is an independent contractor in all aspects of performance under the CONTRACT. CONTRACTOR is responsible for the method and manner of performance to achieve the results required by the CONTRACT.

13.2 No Business Relationship

- (a) Neither the CONTRACT nor its performance creates a partnership or joint venture. No party is appointed as an agent of the other. The CONTRACT does not permit CONTRACTOR to make any commitment on behalf of COMPANY GROUP.
- (b) CONTRACTOR and CONTRACTOR PERSONNEL are not to be considered employees of any member of COMPANY GROUP and are not eligible to participate in any of COMPANY GROUP's employee benefit plans.

14 CONTRACTOR PERSONNEL AND SUBCONTRACTING

- (a) CONTRACTOR is responsible for any SCOPE performed by and all activities, omissions, and defaults of any SUBCONTRACTOR and all CONTRACTOR PERSONNEL as if they were the activities, omissions, or defaults of CONTRACTOR.

- (b) CONTRACTOR may not subcontract any part of its obligations under the CONTRACT except as agreed in writing by COMPANY.
- (c) CONTRACTOR will ensure that SUBCONTRACTS are in all material respects consistent with the terms and conditions of the CONTRACT.

15 ASSIGNMENT

A party can assign or novate (substitute a new legal obligation for an old one) all or part of the contract only with the written consent of the other party; the exception to this is that, provided COMPANY gives written notice to CONTRACTOR, COMPANY may assign and novate all or part of the contract to an affiliate without the consent of CONTRACTOR.

16 FORCE MAJEURE

- (a) If a force majeure event prevents performance of part of an obligation of the CONTRACT, COMPANY and CONTRACTOR are each excused from performance of the affected part of the contract, unless it was the fault of the party that contributed to the event or unless reasonable care and attention on the part of the party could have avoided or mitigated the circumstances that caused the event.
- (b) Only the following are FORCE MAJEURE EVENTS:
 - (i) riots, wars, blockades, or threats or acts of sabotage or terrorism;
 - (ii) earthquakes, floods, fires, named hurricanes or cyclones, tidal waves, tornadoes, or other natural physical disasters;
 - (iii) radioactive contamination, epidemics, maritime or aviation disasters;
 - (iv) strikes or labour disputes at a national or regional level or involving labour not forming part of CONTRACTOR GROUP or COMPANY GROUP, which materially impair the ability of the party claiming force majeure to perform the CONTRACT;
 - (v) government sanctions, embargoes, mandates, or laws that prevent performance;
 - (vi) inability of a party to timely obtain licenses, permits, or governmental consent, required for performance; or
 - (vii) non-performance of a party's SUBCONTRACTOR where the SUBCONTRACTOR has been or is affected by one of the above FORCE MAJEURE EVENTS. However, performance will only be excused under this sub-paragraph if the parties to the CONTRACT agree that substitute performance by another SUBCONTRACTOR is impracticable under the circumstances
- (c) A party whose performance is delayed or prevented will: (i) notify the other party without delay; and (ii) use all reasonable endeavors to mitigate the effects.
- (d) COMPANY may terminate the CONTRACT if any FORCE MAJEURE EVENT results in a delay that exceeds 90 consecutive or 180 cumulative days.

17 NOTICES

All notices or other communications under the CONTRACT must be in English and in writing, and: (i) delivered by hand; (ii) sent by prepaid courier; (iii) sent by registered post; or (iv) sent by email with confirmation receipt requested. Notices and communications are effective when actually delivered at the address specified in the CONTRACT.

18 GOVERNING LAW, DISPUTE RESOLUTION AND REMEDIES

18.1 Governing Law

This CONTRACT and any dispute or claim of whatever nature arising out of or in connection with it shall be governed by the laws of the Republic of Singapore without regard to its conflicts of laws principles.

18.2 Dispute Resolution

- (a) All and any disputes or claims arising out of or in connection with this Contract including but not limited to any question regarding its interpretation, existence, validity or termination, shall be exclusively referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference into this provision and the Parties waive any objection to such proceedings on the grounds that the proceedings have been brought in an inappropriate forum. All proceedings shall be conducted in the English language. All aspects of the arbitration shall be confidential.
- (b) The tribunal shall consist of three (3) arbitrators, one appointed by each Party and the third jointly appointed by the two (2) arbitrators, or failing such agreement, shall be appointed by the President of the SIAC.
- (c) The Parties shall not be deemed to have waived any right to challenge any award on the ground that the tribunal lacked substantive jurisdiction and/or on the ground of serious irregularity affecting the tribunal, the proceedings or the award.

19 ADDITIONAL LEGAL PROVISIONS

- (a) The parties retain their rights and remedies under APPLICABLE LAWS, subject to any provisions in the CONTRACT that provide otherwise.
- (b) A provision of the CONTRACT is not waived unless made in writing by an authorised representative of the waiving party.
- (c) Provisions that state that they survive or by their nature are intended to survive completion of performance or termination of the CONTRACT do so, along with all remedies attached to them.
- (d) Amendments to the CONTRACT must be made in writing and Signed by the parties' authorised representatives in order to be binding.
- (e) Members of CONTRACTOR GROUP or COMPANY GROUP and OTHER CONTRACTORS who are not a party to the CONTRACT, but who have benefits conferred on them by it, are entitled by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce those benefits. Otherwise, no term of this CONTRACT will be enforceable by virtue of the Act, by any PERSON who is not a party to the CONTRACT.
- (f) The parties may amend or terminate the CONTRACT without notice to or consent of any PERSON not a party, but conferred benefits, even if rights to enforce a benefit conferred by the CONTRACT may be varied or extinguished.
- (g) The CONTRACT sets forth the entire agreement between the parties concerning its subject matter and supersedes any other agreements or statements pertaining to the same subject matter, except those agreements or statements expressly referenced in the CONTRACT as included. Any

confidentiality agreement pertaining to the subject matter will remain in effect according to its terms, unless the CONTRACT provides that it is terminated or replaced.

- (h) The CONTRACT may be signed in any number of counterparts, all of which constitute a single instrument.
- (i) If requested by COMPANY, CONTRACTOR agrees to use COMPANY'S designated on-line tool to sign with a digital signature, except where prohibited by APPLICABLE LAW. If signed digitally, COMPANY and CONTRACTOR agree to waive any right to dispute the genuineness of the signature, or the admissibility of the CONTRACT where such challenge is based on the absence of a physical signature