



**STARHUB PURCHASE ORDER TERMS AND CONDITIONS (SHPO-09/15)**

**1. DEFINITIONS**

**“StarHub”** means the relevant StarHub entity purchasing the Goods and/or Services from Supplier, and its successors and permitted assigns.

**“Contract”** means the formal written contract duly signed by StarHub and Supplier for the supply of the Goods and/or Services.

**“Delivery Date”** means the date(s) on which the Goods and/or Services are scheduled to be delivered to StarHub, as stated in the PO or notified by StarHub to Supplier.

**“Force Majeure Event”** means any event which is beyond the reasonable control of the Party claiming the Force Majeure Event, including without limitation, flood, fire, civil disturbance, riot, war, Act of God, strike or any action of any governmental, regulatory, judicial or legislative authority.

**“Goods”** means any equipment or systems including hardware and/or software, devices, accessories, parts, components and/or other tangible goods or commodities, as described in the PO.

**“Intellectual Property Rights”** means patent, copyright, industrial design right, trademarks, tradenames and/or any other intellectual property or proprietary right.

**“PO”** means (i) each set of written instructions in the form of a purchase order issued by StarHub to Supplier to supply the Goods and/or Services by the Delivery Date and (ii) the Terms and Conditions herein and any amendment thereof.

**“Parties”** means StarHub and Supplier, collectively.

**“Party”** means StarHub or Supplier, individually.

**“Price”** means the price (inclusive of any applicable goods and services tax) payable to Supplier for the supply of the Goods and/or Services, as stipulated in the PO.

**“Services”** means any works, including without limitation installation, integration, testing and/or commissioning of systems and/or equipment, maintenance, support

and/or training, which Supplier is required to supply to StarHub, as described in the PO.

**“Specifications”** means the description and specifications of the Goods and/or Services and details (if any) of manufacture, functions and performance, as stipulated in the PO or notified by StarHub to Supplier.

**“Supplier”** means the person or entity to which the PO is addressed, including its successors and permitted assigns.

**“Unauthorised Code”** means (i) any software virus, Trojan Horse, worm, logic bomb or other software routine or hardware components designed to permit unauthorised access, to deny authorised use, to disable, erase, or otherwise harm software, hardware or data, or to perform any unauthorised actions and (ii) any software codes licensed under a licensing scheme that mandates that all derivative works thereof have to be distributed with the source codes of the derivative works or that the source codes of all derivative works have to be made readily available (e.g. GNU Public Licence).

**“Warranty Period”** means twelve (12) months from the date of receipt of the Goods and/or Services by StarHub or the relevant StarHub customer (whichever later) or such other period as may be mutually agreed upon in writing by StarHub and Supplier provided that such period is in compliance with applicable laws.

**2. ACCEPTANCE**

2.1 Supplier acknowledges its acceptance of the PO and agrees to be bound by the provisions in the PO. Supplier shall not make any amendment to the provisions of the PO without StarHub’s written consent. No failure to exercise and no delay or omission by either Party in exercising any right, remedy or privilege under the provisions of the PO shall operate as a waiver of such right, remedy or privilege, or as a waiver of any preceding or subsequent breach or default on the part of the other Party.

2.2 Even if Supplier, upon receipt of the PO, fails to acknowledge the PO by return email, Supplier shall be deemed to have acknowledged its acceptance of the terms of the PO if Supplier continues to supply the Goods and/or Services to StarHub and/or invoices StarHub for the Goods and/or Services.

**3. PRICE, INVOICING AND PAYMENT**

3.1 The Price for the Goods and/or Services shall be payable in arrears within forty-five (45) days of the date of receipt of an original and correct invoice issued by Supplier, unless otherwise stipulated in the purchase order issued by StarHub to Supplier.

3.2 The Price shall be inclusive of all licence fees, installation, testing and all other fees and charges associated with the supply of the Goods and/or Services. Unless otherwise specified, the Price shall be inclusive of all applicable taxes and duties, including without limitation, withholding taxes. Where the Price is quoted in a currency other than Singapore dollars, the Price shall be subject to such exchange rate(s) as may be reasonably determined by StarHub. All taxes and duties shall be stated separately on Supplier's invoice(s). StarHub shall not be liable to pay any sums whatsoever for the Goods and Services, including any unanticipated costs or expenses which may be incurred by Supplier, other than the Price stipulated in the PO.

3.3 Supplier shall submit invoices and all relevant supporting documents for payment in accordance with (i) the PO; or (ii) such milestones as may be agreed to by StarHub in writing. Supplier shall issue invoice(s) in duplicate and invoice(s) shall contain the PO number, the description of the Goods and/or Services and the Price. Payments shall be made by way of cheque, electronic transfer or such other means as StarHub may determine. StarHub shall be entitled to refuse payment on any invoice which contains material error(s) or is not submitted

in accordance with the terms of the PO. Acceptance of and payments on invoices shall not constitute acceptance of the Goods and/or Services, and shall not be regarded as constituting acceptance by StarHub of or as evidence as to the validity or correctness of any such invoices or Supplier's compliance with the PO. StarHub shall be entitled to deduct any moneys due to it from Supplier from any moneys due or which may become due from StarHub to Supplier under the PO or any other contracts between Supplier and StarHub.

**4. DELIVERY**

4.1 Supplier shall deliver the Goods and/or Services by the Delivery Date.

4.2 If Supplier fails to deliver the Goods and/or Services by the Delivery Date, StarHub shall, without prejudice to any other remedies which may be available to StarHub under the terms of the Contract or otherwise, have the right to:

a) cancel the PO(s) for all or any of the Goods and/or Services without being liable in damages and obtain the same from alternative sources and any increased costs incurred thereby shall be deducted from any moneys due or which may become due to Supplier under the PO or any other contracts between Supplier and StarHub, or shall be recoverable as damages; and/or

b) require Supplier to pay or allow StarHub to deduct from any moneys due or which may become due to Supplier as liquidated damages a sum to be calculated at the rate of 1% of the Price per day for every day of delay (including Saturdays, Sundays and public holidays) until the Goods and/or Services are duly delivered or performed. The Parties agree that the foregoing sum shall be a genuine pre-estimate of the loss to StarHub resulting from such delay in delivery.

**5. TITLE AND RISK**

- 5.1 Title to the Goods shall pass from Supplier to StarHub upon StarHub's receipt and acceptance of the Goods or payment for the Goods, whichever is the earlier, and the Goods shall be free from any claims or encumbrances whatsoever.
- 5.2 Risk of loss or damage to the Goods or parts thereof shall pass to:
  - a) StarHub upon delivery of the Goods to StarHub; and
  - b) Supplier during the time the Goods or any part thereof are in Supplier's possession for the purpose of replacement, rectification or repair pursuant to Clause 7.2.

**6. INSPECTION AND TESTING/QUALITY OF GOODS**

- 6.1 Before delivering or during manufacture, processing or storage of the Goods, Supplier shall carefully inspect and test the Goods ("Acceptance Test") and ensure that they conform in all respects to the Specifications. Supplier shall also furnish to StarHub a copy of Supplier's test sheet or Certificate of Conformity (COC), if any, which shall be certified by Supplier and StarHub's representative. All costs and expenses relating to the Acceptance Test shall be borne solely by Supplier.
- 6.2 Where the Goods comprise machinery or equipment, Supplier shall, if required by StarHub, give StarHub prior written notice of the Acceptance Test and StarHub shall be entitled to be represented at the Acceptance Test and have reasonable access to any premises on which the Goods are located and all such related facilities as may be reasonably required by StarHub.
- 6.3 For the purchase of Services, Supplier shall, if required by StarHub, perform the Acceptance Test in the presence of StarHub's authorized representative and StarHub's authorised representative shall conduct a joint inspection of the Services with Supplier. StarHub shall endorse on Supplier's delivery order (or such other

document as may be agreed between the Parties in writing) if the Services have been carried out and completed to StarHub's satisfaction.

- 6.4 StarHub shall not be obliged to accept any Goods and/or Services or any part thereof which have not satisfactorily passed the Acceptance Test under this Clause 6. If, following the receipt of the Goods and/or Services by StarHub, it is found that the Goods and/or Services or any part thereof do not conform with the Specifications, StarHub shall be entitled to reject all or such part of the Goods and/or Services and Supplier shall forthwith replace, make good or repair the same in accordance with Clauses 7.2 and 7.4 at no additional cost to StarHub.

**7. WARRANTY AND AFTER SALES SERVICE**

- 7.1 The terms and requirements of this Clause shall apply, without prejudice and in addition to the terms of this PO.
- 7.2 All Goods and/or Services supplied by Supplier to StarHub under this PO shall be covered by a warranty against all defects (including but not limited to any defect in manufacture or any defect arising out of design, material or workmanship, or any failure or malfunction due to quality or materials, workmanship, design, assembly or installation) during the Warranty Period.
- 7.3 If, at any time during the Warranty Period, StarHub is of the reasonable opinion that any of the Goods and/or Services supplied is defective and/or is not in accordance with the Contract, StarHub will as soon as practicable, give to Supplier notice of the same, and the following terms and conditions shall apply:
  - a) Supplier shall at its own expense (including but not limited to the cost of any labour, materials or delivery), effect such repair or replacement within a reasonable time and provide all labour necessary so that following such repair or replacement, the Goods and/or Services shall be free from the defects,

and be suitable for the use contemplated by StarHub and/or StarHub's customers.

- b) If Supplier is unable to effect repair and replacement pursuant to Clause 7.3(a) above, StarHub may reject and/or replace at the cost of Supplier, the whole or any part of the Goods and/or Services, which is defective or which does not comply with the requirements of the Contract. Supplier shall:

(i) forthwith pay to StarHub the costs of such rejection and/or replacement, such costs being the difference between the price paid by StarHub for the rejection and/or replacement and the costs of the Goods and/or Services so rejected and/or replaced; and any administrative costs incurred by StarHub and/or StarHub's agents, subcontractors or distributors in handling such replacement and/or rejection shall be borne by Supplier; and

(ii) indemnify StarHub against any and all losses, damages, expenses, claims, demands and/or other liabilities whatsoever incurred by StarHub in respect of claims by StarHub's customers for such defects.

7.4 For the avoidance of doubt, StarHub may, at its option, use the rejected Goods and/or Services for a reasonable time until it is able to obtain other Goods. Such use shall not affect StarHub's rights under this Clause to reject or replace the Goods and/or Services.

7.5 If Supplier fails to replace, make good or repair the rejected Goods and/or Services within the stipulated time, StarHub reserves the right to:

- a) cancel the PO(s) for all or any of the rejected Goods and/or Services without being liable in damages;
- b) procure the same from alternative sources and recover any increased costs thereby incurred from Supplier; and
- c) any money paid by StarHub to Supplier in respect of the rejected Goods and/or

Services or any part thereof that was not replaced, made good or repaired by Supplier shall be refunded by Supplier to StarHub, or shall be recoverable as damages.

## 8. PACKING/AIRFREIGHT/SHIPPING INSTRUCTIONS

8.1 Supplier shall, without additional cost to StarHub, ensure that the Goods to be supplied are adequately packed and secured so that they are able to withstand and be protected against damage including damage from rough handling and remain intact and undamaged during their transportation or transit from Supplier's factory or premises until they reach their destination. Supplier shall comply with any other requirements on packing which may be explicitly specified in the purchase order(s) issued by StarHub.

8.2 Supplier hereby acknowledges that the cost of all necessary packing materials (which will be considered non-returnable) and labour for the packing have been provided for and included in the Price.

8.3 On ICC Incoterms 2000 - Groups C & D, Supplier shall arrange for main carriage, insurance and clearance according to the terms of the PO.

8.4 On ICC Incoterms 2000 – Group E & F, StarHub will designate a forwarding agent and/or a shipping line. Supplier shall not deliver the Goods without StarHub's prior written consent on the shipment mode.

8.5 Supplier must notify StarHub by facsimile or email the following information (at a minimum), at least fourteen (14) days prior to the date on which the Goods are ready for shipment:

- a) Order number;
- b) Expected shipment date;
- c) place of loading or port of departure; and
- d) Cargo dimensions, weight and value.

- 8.6 Immediately after loading, Supplier shall forward the following documents by registered airmail directly to StarHub:
- a) one (1) set of the Original Bill of Lading for sea shipment or Airway bill for air shipment; and
  - b) two (2) sets of the complete shipping documents (such as Invoice, Packing Lists, Inspection documents, etc).
- 8.7 One copy of the detailed Packing List shall be enclosed in each package to be shipped, providing details on net and gross weight, outer dimensions of the package, purchase order number, part numbers, description and quantities of the Goods.
- 8.8 Supplier shall, upon notification of StarHub, promptly replace any item of the Goods found to have been damaged due to inadequate packing without any additional cost to StarHub.

**9. EXPORT LICENCE**

- 9.1 If an export licence is required for export of the Goods ordered, it shall be the responsibility of Supplier to obtain or procure such licence in a timely manner to facilitate the export of the Goods. Supplier is entirely and solely responsible if it is subsequently discovered that the appropriate licence was not obtained/inadequately applied for. The failure of Supplier to obtain all the necessary licences, permits and/or other governmental authorisations required will not constitute a Force Majeure Event and StarHub shall in such an event, have the right to exercise its rights and remedies set out in Clause 4 in the case of delay in the delivery of the Goods or Services and/or to terminate the PO according to Clause 13 without being liable in damages.
- 9.2 Supplier shall comply with all applicable legislation and regulations in performing the PO. Supplier shall obtain all necessary licences, consents and permits for the performance of the PO at Supplier's own expense.

**10. INTELLECTUAL PROPERTY RIGHTS**

Supplier shall indemnify StarHub and all of its directors, employees, agents and representatives ("**Indemnified Person**") against any and all losses, damages, costs, expenses and liabilities which any Indemnified Person may incur in respect of any claim or action that the Goods and/or Services and/or StarHub's acceptance or use of the Goods and/or Services infringe any Intellectual Property Right of any third Party, constitute the tort of passing off or damage the goodwill or reputation of any third party.

**11. WARRANTIES & REPRESENTATIONS BY SUPPLIER**

- 11.1 Supplier warrants and represents that:
- a) its title to the Goods is free and unencumbered, and that it has the right to sell, supply and grant StarHub title to and quiet possession of the same;
  - b) the Goods and Services conform with the Specifications, and are of satisfactory quality and fit for the purpose for which they are purchased;
  - c) it shall perform the Services (i) with reasonable care and skill and (ii) according to the Specifications;
  - d) the media upon which any software constituting the Goods (or any part thereof) is stored shall be free from Unauthorised Code and defects in materials, design and/or workmanship;
  - e) insofar as the Goods and/or Services comprise software, such software is free of all Unauthorised Code;
  - f) no part of the Goods and/or Services and no acceptance, distribution, use or possession by StarHub of any of the Goods and/or Services or any part thereof shall infringe the Intellectual Property Rights or other rights or interests of any third party or result in any other liability to any Indemnified Person;
  - g) it shall obtain and maintain all applicable licenses, permits, consents and/or

authorisations for the purposes of performing the PO; and

- h) it shall comply with all applicable laws and regulations in performing the PO.

## 12. FORCE MAJEURE

12.1 If the performance of the PO or any part thereof by either Party is prevented, hindered or delayed by reason of a Force Majeure Event, then that Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed by the Force Majeure Event provided that the affected Party has given written notice of the Force Majeure Event to the other Party.

12.2 If the Force Majeure Event continues for more than sixty (60) days, either Party may at its option give written notice to terminate the PO forthwith.

## 13. TERMINATION

13.1 StarHub shall be entitled to immediately cancel or terminate the PO if:

- a) Supplier is in material breach of any provisions of the PO and, where such breach is capable of remedy, it has not remedied the breach within seven (7) days of written notice by StarHub requiring it to do so;
- b) Supplier commits a material breach of any provisions of the PO and such breach is not capable of remedy;
- c) Supplier ceases or threatens to cease trading or enters into liquidation (voluntary or involuntary) or has a receiver, trustee, judicial manager or such similar officer appointed over any of its assets or businesses; or
- d) Supplier enters into any composition or arrangement for the benefit of its creditors or becomes insolvent or fails to comply forthwith with any judgment made against it.

13.2 StarHub may also give reasonable notice to Supplier to cancel/terminate this PO at any time before the delivery of the Goods and/or Services without any liability to Supplier.

13.3 If StarHub cancels or terminates the PO pursuant to Clause 13, StarHub shall be entitled to recover (on a pro rata basis, if applicable) any moneys paid by StarHub to Supplier for any Goods and Services which have not been delivered or performed by Supplier.

13.4 Any cancellation or termination of the PO pursuant to this Clause 13 shall be without prejudice to any accrued rights, obligations and/or liabilities of the Parties.

13.5 The rights of cancellation or termination provided in this Clause 13 are in addition to any other rights and remedies permitted by operation of law or in equity or under any other provision of the PO or any Contract.

## 14. INDEMNITY AND LIABILITY

14.1 If Supplier breaches any provision of the PO or causes damage to any property or personal injury any person in the course of performing its obligations under the PO, it shall indemnify StarHub against any and all losses, damages, costs, expenses or liabilities incurred thereby.

14.2 In no event shall StarHub's liability for damages, losses, costs or expenses suffered or incurred by Supplier arising under or in connection with the PO (whether in contract, tort, misrepresentation, negligence, strict liability in tort or by statute or otherwise) be greater than the total Price.

14.3 In no event shall StarHub be liable for any consequential, incidental, indirect, special or punitive damages, losses, costs or expenses, or any lost profits, revenue, business or anticipated savings suffered or incurred by Supplier in connection with the PO.

14.4 The limitations and exclusions of liability herein shall not apply to any liability StarHub may have in respect of any death or personal injury resulting from its negligence.

14.5 The exclusions and limitations of liability herein shall apply to the fullest extent permitted by law.

## 15. CONFIDENTIALITY

- 15.1 Except with StarHub's prior written consent, Supplier shall keep confidential and not disclose any of the provisions of the PO, or any information, specifications, plans, drawings and/or documents issued or furnished by or on behalf of StarHub in connection with the Goods and/or Services (collectively, the "**Information**") to any person, other than Supplier's employees or agents who need to know the Information for the purposes of performing Supplier's obligations under the PO. For the avoidance of doubt, "**Information**" shall include Personal Data of any individuals disclosed by StarHub in whatever form, whether written or oral. Supplier shall use the Information for the sole purpose of performing the PO.
- 15.2 Supplier bears no responsibility for safeguarding Information that is public knowledge or already known to Supplier at the time of disclosure or subsequently comes lawfully into the possession of Supplier from a third party or is disclosed in compliance with law, a requirement of a governmental agency, stock exchange or pursuant to a court/arbitral order.
- 15.3 All specifications, plans, drawings and documents supplied by StarHub to Supplier shall at all times remain the property of StarHub and must not be reproduced, copied or distributed without StarHub's prior written consent.
- 15.4 Supplier's confidentiality obligations herein shall, unless terminated by written agreement between the Parties, continue in full force and effect indefinitely.

## 15A PERSONAL DATA PROTECTION

### General

- 15A.1 For the purposes of the PO, the term "**PDPA**" shall refer to the Personal Data Protection Act (Act 26 of 2012 of Singapore), and any capitalised terms used in the PO which are not defined herein but are defined

in the PDPA shall bear the same meaning as set forth in the PDPA.

- 15A.2 Without prejudice to clause 15 and unless otherwise expressly stated, each Party shall perform all of its Personal Data protection obligations under the PO at its sole cost and expense.

### Disclosure of Personal Data

- 15A.3 Where Personal Data of certain individuals is disclosed by Supplier to StarHub from time to time solely for the provision of Goods and/or Services to StarHub and such other purposes which are reasonably related to the aforesaid ("**Permitted Purposes**"), Supplier agrees and undertakes to StarHub that all necessary consents from the relevant individuals to whom the Personal Data relates either have been obtained, or at the time of disclosure will have been obtained, for the disclosure of their personal data to StarHub, for StarHub's collection, use and/or disclosure for the Permitted Purposes and that such consents have not been withdrawn.

- 15A.4 Supplier acknowledges and agrees that the Personal Data of certain individuals may be disclosed by StarHub to Supplier ("**StarHub Data**") solely for Supplier to perform its obligations in relation to the provision of Goods and/or Services to StarHub ("**Permitted StarHub Purposes**") and that accordingly, Supplier shall not use the StarHub Data for any other purpose other than the Permitted StarHub Purposes. Supplier further agrees and undertakes to StarHub that all of its employees and/or agents and service providers accessing StarHub Data in connection with Supplier's performance of its obligations under the PO are aware of the Permitted StarHub Purposes and will not handle any StarHub Data in a manner exceeding the Permitted StarHub Purposes. Supplier represents and warrants to StarHub that it has at all times

complied with and will continue to comply with the requirements of the PDPA in respect of the collection, use, disclosure and other handling of the StarHub Data. In the event that Supplier collects, use or disclose StarHub Data for any purpose outside of the StarHub Permitted Purposes, Supplier acknowledges and agrees that it does so at its own risk and shall be fully responsible, for ensuring that all requirements at law relating thereto (whether applicable to Supplier and/or StarHub) have been complied with.

#### Sending of Specified Messages

15A.5 Without prejudice to the generality of the foregoing, to the extent that Singapore Telephone Numbers are collected, used or disclosed by Supplier or if it will use such Singapore Telephone Numbers for sending Specified Messages in the course of its performance of the PO, Supplier shall be solely responsible, at its own cost and expense, for ensuring that it fully complies with the requirements of PDPA and that appropriate consents are obtained from such individuals and/or third parties in a form to be determined at the sole discretion of StarHub. For the avoidance of doubt, nothing in the PO shall constitute any direction or authorisation to Supplier that it or its employees, representatives or agents may send any Specified Messages to any Singapore Telephone Numbers, and that to the extent it does so, Supplier acknowledges and agrees that it does so at its own risk and shall be fully responsible, and at its own cost, for ensuring that all requirements at law relating thereto have been complied with.

#### Overseas Transfer of Personal Data

15A.6 Supplier acknowledges and agrees that in relation to any StarHub Data received via or from Singapore, such StarHub Data may only be transferred to, and collected, used and disclosed by Supplier within the

territories identified in the PO or as agreed in writing by the Parties (the "**Territory**").

15A.7 Supplier shall provide a standard of protection in relation to such StarHub Data that is comparable to the protection applicable thereto under the PDPA and any requirements set out in any advisory or other guidelines issued from time to time by the Personal Data Protection Commission, including without limitation:

- a) **Purpose:** Supplier shall not use or disclose StarHub Data for any purpose other than as specified in the PO.
- b) **Use and disclosure:** Supplier shall only use and disclose StarHub Data in a manner and to the extent permitted in the PO and observe all limitations as to such use or disclosure as StarHub may notify Supplier from time to time.
- c) **Accuracy:** Supplier shall make a reasonable effort to ensure that StarHub Data is accurate and complete, if StarHub Data is likely to be (i) used by Supplier to make a decision that affects the Individual to whom StarHub Data relates; or (ii) (if permitted under the PO) disclosed by Supplier to another organisation.
- d) **Protection:** Supplier shall protect StarHub Data in its possession or under its control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks.
- e) **Retention:** Supplier shall cease to retain its documents containing StarHub Data, or remove the means by which StarHub Data can be associated with particular Individuals, as soon as it is reasonable to assume that (i) the specified purposes are no longer being served by retention



of StarHub Data; and (ii) retention is no longer necessary for legal or business purposes.

- f) **Access:** Supplier shall ensure that upon request by an individual, Supplier shall, as soon as reasonably possible, provide the individual with (i) the personal data about the individual that is in the possession or under the control of Supplier; and (ii) information about the ways in which that personal data has been or may have been used or disclosed by Supplier within a year before the date of the individual's request.
- g) **Correction:** Unless Supplier is satisfied on reasonable grounds that a correction should not be made, Supplier shall, upon receiving a request from an individual to correct an error or omission in the personal data about the individual that is in the possession or under the control of Supplier, (i) correct the personal data as soon as practicable; and (ii) send the corrected personal data to every other organisation to which the personal data was disclosed by Supplier within a year before the date the correction was made, unless that other organisation does not need the corrected personal data for any legal or business purpose.
- h) **Policies:** Supplier shall ensure that its employees, agents and sub-contractors who may receive or have access to any of StarHub Data are aware of the obligations specified under this clause and agree to abide by the same.

PROVIDED ALWAYS THAT where Supplier is a Data Intermediary, sub-paragraph (c) of Clause 15A.7 shall not apply to Supplier.

15A.8 Supplier may only export StarHub Data outside the Territory upon the written consent of StarHub. Where StarHub has provided such written consent, then unless otherwise agreed in writing, and without prejudice to the generality of the foregoing obligations, Supplier shall ensure and procure that the overseas recipient of such StarHub Data shall provide a standard of protection in relation to StarHub Data that is comparable to the protection applicable thereto under the PDPA and any requirements set out in any advisory or other guidelines issued from time to time by the Personal Data Protection Commission, including, without limitation, the obligations set out in clause 15A.7 above.

#### Personal Data Protection – General Provisions

15A.9 Supplier shall, in respect of any Personal Data collected, used, disclosed, accessed and/or processed by Supplier in connection with the PO, comply with any requests, directions or guidelines which StarHub may provide Supplier from time to time. Supplier shall provide StarHub such assistance as it may reasonably require in meeting StarHub's own obligations under the PDPA.

15A.10 Supplier shall employ administrative, physical and technical safeguards (including safeguards against worms, Trojan horses, and other disabling or damaging codes) to ensure that Personal Data collected in connection with the PO is afforded protection in accordance with the PDPA. In particular, Supplier shall ensure that such Personal Data collected is kept secure and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Personal Data to prevent, and take prompt and proper

remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of such Personal Data.

15A.11 Supplier shall keep complete and proper books, records and documentation relating to all collection, use and disclosure of Personal Data collected in connection with the PO, all consents relating thereto, and shall upon reasonable notice by StarHub provide unrestricted access to it or its agents or representatives to such books, records and documentation (including information stored in computerised form), and allow StarHub or its agents or representatives to make copies thereof. Supplier shall further provide such information as StarHub may from time to time require to verify compliance with its obligations under the PO or at law.

15A.12 Upon the termination or expiry of the PO, Supplier shall deliver to StarHub in a form specified by StarHub all records relating to any Personal Data which it has collected, used or disclosed in connection with the PO, together with all documentation, books, records and evidence of any and all consents or agreements with third parties relating to such Personal Data. Supplier shall thereafter at its own cost and expense return, delete or destroy such Personal Data and all records thereof and provide upon StarHub's request such evidence of deletion or destruction as StarHub may require.

15A.13 If Supplier becomes aware of any collection, use, disclosure of any Personal Data collected in connection with the PO otherwise than as permitted under the PO, or any misuse of any such Personal Data, or

any security breach in connection with the PO that could compromise the security or integrity of such Personal Data or otherwise adversely affect StarHub or expose it to any claim, action or proceeding or if Supplier learns or suspects that any Personal Data collected in connection with the PO may have been or is at risk of having been disclosed to or obtained by any unauthorised person, Supplier shall at its own expense promptly notify StarHub and make all reasonable efforts to assist StarHub in relation to the investigation and remedy of such breach of security and any claim, allegation, action, proceeding or litigation with respect to this unauthorised access, use or disclosure of Personal Data.

#### Indemnity

15A.14 Notwithstanding any other provision of this PO, Supplier agrees and undertakes to StarHub to fully defend, indemnify and hold harmless StarHub and its related corporations or associated companies as well as their respective employees, representatives, agents and officers ("**Indemnitees**") from and against any claim, action, demand or complaint, as well as all liabilities, judgments, penalties, compounds, losses, costs, damages and expenses that any or all of the Indemnitees may suffer in connection with any breach of the PO, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of Supplier, its employees, representatives or agents or otherwise howsoever. This clause shall continue in full force and effect after termination and expiration of the PO.

#### **16. GIFTS, INDUCEMENTS OR REWARDS**

16.1 Supplier warrants and represents that:  
a) it shall comply with Chapter IX of the Penal Code (Cap. 224) and the

Prevention of Corruption Act (Cap. 241) (and their successor legislations);

- b) it is aware of and shall comply with StarHub's guidelines and policies on gifts & hospitality as published on StarHub's website at <http://www.starhub.com/support/general/termsandconditions.html>, as may be amended from time to time; and
  - c) (without prejudice to sub-paragraphs 16.1(a) and 16.1(b) above), Supplier shall not offer, give or agree to give to any person any gift or consideration of any kind, for the purpose of inducing or rewarding for doing any or forbearing to do any action in relation to the PO or otherwise.
- 16.2 Notwithstanding any provision in the PO, in the event StarHub believes that a breach of any of the representations and warranties in Clause 16.1 has occurred or will occur, StarHub will be entitled to:
- a) suspend Supplier's performance of the PO and withhold further payments to Supplier, upon giving written notice thereof. StarHub's exercise of the said suspension rights shall not preclude it from subsequently exercising its right of termination under sub-paragraph 16.2(b) below in relation to the same incident; or
  - b) terminate the PO upon giving written notice thereof.
- 16.3 Supplier shall indemnify and hold StarHub, its affiliates and their respective officers and employees harmless against any and all claims, losses, damages and/or other liabilities whatsoever arising out of or in connection with any breach of any of the representations or warranties in Clause 16.1 above.
- 17. TIME OF ESSENCE**  
Time shall be of the essence for the purposes of the PO. Supplier shall notify StarHub immediately of any changes or events that are likely to have an impact on the delivery of the Goods and/or Services, or

Supplier's performance of any of its other obligations under the PO.

**18. SEVERABILITY**

If any provision of the PO is determined to be invalid or unenforceable, such provision shall be deleted from the PO and the remaining provisions shall continue in full force and effect.

**19. ASSIGNMENT**

Except with StarHub's prior written consent, Supplier shall not assign and/or transfer any of its rights and/or obligations under the PO to any third party. StarHub shall be entitled to assign and/or transfer any or all of its rights and/or obligations under the PO to any third party without Supplier's consent.

**20. EFFECT OF PO AND ORDER OF PRECEDENCE**

The provisions of the PO shall exclusively govern Supplier's supply of the Goods and/or Services to StarHub, until and unless StarHub and Supplier enter into a Contract. If StarHub and Supplier have entered into a Contract, and in the event of any conflict or inconsistency between the provisions of the PO and the provisions of the Contract, the Parties agree that the provisions of the Contract shall prevail and supersede the provisions of the PO. In the event of any conflict or inconsistency between the terms and conditions herein, and the provisions of the purchase order issued by StarHub to Supplier, the latter shall prevail.

**21. AMENDMENTS**

StarHub may from time to time change any of the terms and conditions herein and will notify Supplier of any such changes through written notice, electronic mail, StarHub's website or such other form as StarHub may deem appropriate. Supplier agrees that the display of the revised terms and conditions on StarHub website shall constitute sufficient notice of the changes and Supplier's continued supply of the goods and/or

services shall constitute acceptance of these terms and conditions and any changes thereto.

**22. NOTICES**

22.1 Any notice, demand, request or communication ("**Notice**") required to be served by one Party upon the other Party under the PO must be in writing and shall be sufficiently served if forwarded to the other Party by registered post or by facsimile to its address or facsimile number set out in the purchase order, or to its last known place of business or facsimile number.

22.2 Any Notice so given shall be deemed received:

- a) in the case of registered post, upon written acknowledgement of receipt by the receiving Party; and
- b) in the case of facsimile, upon successful transmission. To this end, an activity report indicating that the correct number of pages was transmitted to the correct facsimile number shall be sufficient evidence that such Notice was received.

**23. RELATIONSHIP OF THE PARTIES**

The Parties acknowledge that nothing in the PO constitutes a relationship of employer and employee, principal and agent, partnership or joint venture between StarHub and Supplier. Supplier acknowledges that it does not have the authority to enter into binding agreements of any nature or make any representations or warranties on StarHub's behalf and agrees not to misrepresent any such authority to any third party.

**24. NO THIRD PARTY RIGHTS**

A person who is not a party to the PO shall have no right to enforce or rely on any provision of the PO pursuant to the Contracts (Rights of Third Parties) Act (Cap. 53B). No consent of any third party is required for the variation or rescission of the PO.

**25. GOVERNING LAW AND JURISDICTION**

The provisions of the PO shall be subject to, governed by and interpreted in accordance with Singapore laws. The Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.