

Dated [●]

[insert name of relevant SATS entity]

and

[●]

**AGREEMENT FOR THE PROVISION OF PORK CUTTING
SERVICES AND TRAY PACKING FOR THE PERIOD FROM
1st JANUARY 2021 TO 31st DECEMBER 2021
(WITH OPTION FOR 1 MORE YEAR)**

TABLE OF CONTENTS

Contents	Page
1. Definitions and Interpretation	2
2. Provision of Services	4
3. Familiarisation Duties and Programmes	4
4. Representations and Warranties	5
5. Provision of Equipment	6
6. Conduct While On Company's Premises	6
7. Company's Supervisor	7
8. Security Deposit	7
9. Payment Terms	8
10. Remedies for Defects and Non-Conforming Services	9
11. Liability and Indemnity	9
12. Insurance	10
13. Term and Termination	10
14. Assignment	12
15. Confidentiality	12
16. Notices	13
17. Arbitration	13
18. Entire Agreement	13
19. Variation and Amendment	13
20. Invalidity	14
21. Counterparts	14
22. Waiver	14
23. Non-Exclusivity & Non- Solicitation	14
24. Change of Control	14
25. Personal Data	14
26. Relationship Between the Parties	15
27. Reasonableness	15
28. Contracts (Rights of Third Parties) Act	15
29. Governing Law	15
Schedule 1 Agreed Services	16
Schedule 2 Addendum for Additional Services	20
Schedule 3 Schedule of Price/Fees	22
Schedule 4 Insurances	23
Schedule 5 Services Obligations	24

This Agreement for the Provision of Pork Cutting Services and Tray Packing is made on 1st January 2021 **between:**

- (1) **[insert name of relevant SATS entity]** (Company Registration Number **[•]**), a company incorporated in [Singapore] and having its registered office at **[•]** (the “**Company**”); and
- (2) **[Click here and type name]** (Company Registration Number **[•]**), a company incorporated in Singapore and having its registered office at **[•]** (the “**Contractor**”).

Whereas:

- (A) The Company wishes to obtain the Agreed Services (as defined below) at its Premises (as defined below) and appoint the Contractor to provide such services.
- (B) The Contractor has agreed to provide the Agreed Services to the Company, upon the terms and conditions hereinafter set forth.

It is agreed as follows:

1. Definitions and Interpretation

1.1 The terms and expressions hereinafter set out shall for the purposes of this Agreement have the following meanings, unless the context otherwise requires:

- 1.1.1 “**Addendum for Additional Services**” means a letter signed by the Company and the Contractor substantially in the form prescribed in Schedule 2.
- 1.1.2 “**Additional Services**” means any provision of services and/or supply of goods other than the Agreed Services, described in an Addendum for Additional Services.
- 1.1.3 “**Affiliate**” in relation to any person (“the first mentioned person”) means any person (“the second mentioned person”) which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the first mentioned person, and includes any other person which is Controlled (whether directly or indirectly) by or which Controls (whether directly or indirectly) the second mentioned person.
- 1.1.4 “**Agreed Services**” means the provision of services described in, and to be performed in accordance with Schedule 1.
- 1.1.5 “**Agreement**” means the main body of this Provision of Pork Cutting Services and Track Packing Agreement and any and all Schedules and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing.
- 1.1.6 “**Commencement Date**” means 01 January 2021 or such other date as the Parties may agree in writing.
- 1.1.7 “**Company’s Supervisor**” means such person(s) as the Company may assign from time to time to act as the “Company’s Supervisor” for the purposes of this Agreement.
- 1.1.8 “**Control**” in relation to any person means either of the following:
 - (i) the power to set or determine the management of the affairs of that person or to select, appoint or determine the composition of a majority of the board of directors of that person; or

- (ii) the ownership of not less than fifty per cent. (50%) of the total issued voting shares or stock in that person,
and “**Controlled**” shall be construed accordingly.
- 1.1.9 “**Contractor’s Personnel**” means any officer, employee, servant, agent or permitted subcontractor of the Contractor assigned by the Contractor at any time to perform or provide the Services or any part thereof.
- 1.1.10 “**Non-Conforming Services**” shall have the meaning ascribed to it in Clause 10.1.
- 1.1.11 “**Parties**” means the Company and the Contractor, and “**Party**” means either of them.
- 1.1.12 “**Premises**” means 9 BUROH LANE, SINGAPORE 618309 or such other place as the Company may from time to time notify the Contractor in writing.
- 1.1.13 “**Price**” or “**Fee**” in relation to any Services, means the price or fee of that Services as stated in Schedule 3.
- 1.1.14 “**Security Deposit**” shall have the meaning ascribed to it in Clause 8.1.
- 1.1.15 “**Services**” means the Agreed Services and the Additional Services (if any) to be performed at the Company’s Premises in accordance with the Specifications, or any part thereof, including any and all miscellaneous and ancillary work which may reasonably be required for the due execution and completion of such services in accordance with this Agreement, whether or not expressly specified in this Agreement.
- 1.1.16 “**Specifications**” means the specifications of the Agreed Services described in Schedule 1.
- 1.1.17 “**Standards**” means the standards required of the Contractor in the performance of the Services, being that of due skill, care and diligence, and the performance of such Services in an expeditious, and a proper and workmanlike manner and in accordance with best industry practices and recognised professional standards, and as may otherwise be set out in Schedule 1.
- 1.1.18 “**Supplier Code of Conduct**” means the Company’s Supplier Code of Conduct as may be updated from time to time and which may be found at <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf>.
- 1.1.19 “**\$**” means the lawful currency of the Republic of Singapore.
- 1.1.20 “**Term**” means the period commencing on the Commencement Date and ending on 31 Dec 2021.
- 1.2 References to a statute or statutory provision include that statute or provision as from time to time modified, re-enacted or consolidated, whether before or after the date of this Agreement.
- 1.3 The headings and sub-headings of the provisions of this Agreement are to facilitate reference only and do not form a part of this Agreement, and shall not in any way affect the construction or interpretation thereof.
- 1.4 Unless the context otherwise requires, in this Agreement:
- 1.4.1 words using the singular or plural number also include the plural or singular number, respectively; words denoting any gender shall include all genders;
- 1.4.2 the terms “**hereof**”, “**herein**”, “**hereby**”, “**hereto**” and similar words refer to this entire

Agreement and not any particular Clause, or any other subdivision of this Agreement;

- 1.4.3 the words “**include**” or “**including**” shall be deemed to be followed by “**without limitation**” or “**but not limited to**”, whether or not they are followed by such phrases or words of like import;
 - 1.4.4 references to any “**person**” include any natural person, corporation, judicial entity, association, statutory body, partnership, limited liability company, joint venture, trust, estate, unincorporated organisation or government, state or any political subdivision, instrumentality, agency or authority;
 - 1.4.5 references to “**Clause**”, “**Schedule**” or “**Appendix**” or any other agreement or document in this Agreement shall be construed as references to the clauses, schedules or appendices of this Agreement, or such other agreement or document, as may be amended, modified or supplemented from time to time, and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;
 - 1.4.6 the Schedules shall form part of this Agreement; and
 - 1.4.7 any reference to any Party shall be construed as a reference to such Party's successors and permitted assigns.
- 1.5 Notwithstanding anything to the contrary herein, in the event of any conflict between any of the terms of the main body of this Provision of Pork Cutting Services and Tray Packing Agreement and the terms of any Schedule or Appendix, those terms of the main body of this Provision of Pork Cutting Services and Tray Packing Agreement shall prevail.

2. **Provision of Services**

- 2.1 The Contractor shall as from the Commencement Date and for the duration of the Term provide to and perform for the Company the Services in accordance with this Agreement and Schedule 5.
- 2.2 The Contractor shall be responsible for procuring and maintaining, as from the Commencement Date and for the duration of the Term and at its cost and expense, all licences, approvals and permits required by applicable law for the performance of the Services.
- 2.3 The Contractor shall comply with and give notices and pay all fees required by any laws, regulations, orders or by-laws of any local authorities and/or public service companies relating to the provision and performance of the Services, and the Contractor will keep the Company fully indemnified against any fees, charges, penalties and liabilities of every kind arising from the breach of the Contractor's obligation hereunder.
- 2.4 The Company may from time to time request that the Contractor provide to and perform for the Company services in addition to the Services and the Parties will execute an Addendum for Additional Services for such services.

3. **Familiarisation Duties and Programmes**

- 3.1 The Company may from time to time during the Term, schedule and conduct such orientation programmes as the Company considers appropriate to familiarise the Contractor's Personnel with the Company's operations at the Premises. The Contractor shall procure and ensure that all of the Contractor's Personnel shall attend and participate in all such programmes.
- 3.2 Notwithstanding any orientation programme conducted by the Company, the Contractor shall remain

solely responsible for the due performance of the Services and all of its operations and activities in connection therewith. It is the responsibility of the Contractor to make all relevant inquiries and inspections and obtain any and all information as regards all matters relating to conditions and circumstances which are relevant to the performance of the Services, including familiarising itself with the layout of the Premises and any floor plan, drawing or specification of the Premises provided by the Company.

4. Representations and Warranties

4.1 The Contractor undertakes, represents and warrants that:

- 4.1.1 this Agreement is enforceable against the Contractor in accordance with its terms and conditions and that all corporate and governmental approvals, consents, licenses and permits required for the Contractor to validly enter into and perform its obligations under this Agreement have been obtained and will continue in force for the duration of the Term;
- 4.1.2 the execution and delivery of, and performance by it of its obligations under this Agreement will not result in a breach of, or constitute a default under, any agreement or licence to which it is a party or by which it is bound and which is material in the context of the transactions contemplated by this Agreement;
- 4.1.3 the Contractor possesses and shall continue to possess at all times during the Term all expertise, resources, knowledge and skills required for the due and proper performance of the Services in accordance with the Standards;
- 4.1.4 each of the Contractor's Personnel is competent, properly qualified and possesses the relevant experience;
- 4.1.5 all Services provided under this Agreement shall at all times be performed in accordance with the Standards and to the satisfaction of the Company, and shall be free from any defect, deficiency or flaw or any other failure or fault;
- 4.1.6 the Contractor, the Contractor's Personnel and any other person responsible for providing and performing the Services will at all times duly comply with all laws, regulations and directives applicable to it, and shall ensure that the Services are provided and performed in a manner which does not infringe any applicable law or regulation;
- 4.1.7 the Contractor possesses all necessary and applicable licences, permits and adequate insurance coverage as required by the Company, and will obtain the same at no cost to the Company;
- 4.1.8 the Contractor shall conform in every respect with such safety and security rules and regulations as the Company may prescribe in connection with entering onto or remaining at the Premises;
- 4.1.9 the Contractor shall at all times duly comply with the terms of the Supplier Code of Conduct;
- 4.1.10 the Contractor shall obtain and maintain at all times for the Company all necessary licences of intellectual property rights so as to enable the Company to use and operate any third party proprietary matter required under this Agreement, without infringing any third party rights;
- 4.1.11 the Contractor has good title to and rights in all deliverables, if any, without encumbrances and has the right to transfer the same to the Company;
- 4.1.12 the Contractor shall no later than the Commencement Date, and from time to time where any

officer, employee, servant, agent or permitted subcontractor of the Contractor is assigned to be Contractor's Personnel, provide the Company with the particulars (including the name, address, nationality, passport number, work permit number, contact number and relevant experience) of each person comprising the Contractor's Personnel for the time being and such other information and with such detail as the Company may from time to time require; and

4.1.13 the Contractor shall as and when directed by the Company's Supervisor replace any of the Contractor's Personnel with such other person as is acceptable to the Company.

4.2 The undertakings, representations and warranties in Clause 4 shall be separate and independent and shall not be limited by reference to any other sub-clause of Clause 4.1 or by anything in this Agreement.

5. Provision of Equipment

5.1 The Contractor shall at its own expense procure and provide any and all supervision, labour, training, transport, tools, equipment, plant, materials, consumables and facilities which may be necessary or desirable for the due performance and completion of the Services or incidental thereto.

6. Conduct While On Company's Premises

6.1 When entering on the Premises for any purpose as contemplated under this Agreement, the Contractor shall ensure that each of the Contractor's Personnel shall at all times while at the Premises conform in every respect with such instructions, requirements, rules and regulations as the Company may prescribe pertaining to the entry by and presence and conduct of such personnel while on the Premises. The Contractor and the Contractor's Personnel shall use due care to avoid or minimise damage in relation to any person or property and to cause as little disturbance and inconvenience as possible to the Company, the owner of the Premises (if the Company is not the owner of the Premises) and their respective officers, directors, shareholders, agents and employees as well as any occupier of the Premises.

6.2 The Contractor shall, and shall ensure that each of the Contractor's Personnel shall:

6.2.1 if so requested by the Company, provide the Company with the particulars, including the name, address, nationality, passport number, work permit number, of the Contractor's Personnel;

6.2.2 allow the Company or its agents to inspect at any time any vehicles, plant, machinery, equipment, tools, materials, consumables, belongings and effects sought to be brought onto the Premises;

6.2.3 clear away and remove from the Premises all material, debris, rubbish, waste materials of every kind arising out of the Contractor's activities in performing the Services;

6.2.4 remain at the Premises only for so long as is reasonably necessary to effect the Services.

6.3 The Company may deny any person entry to the Premises or expel any person thereon if such person fails to comply with any such rule or regulation or fails to comply with any reasonable request or instruction as may be made or given by or on behalf of the Company.

6.4 The Company shall not be liable for any inconvenience, loss, damage, cost or expense arising from the Company's refusal to permit or delay in permitting entry to any person onto the Premises or

expulsion of any person therefrom pursuant to Clause 6.3. Any such refusal, delay or expulsion shall not in any way affect or relieve the Contractor from the Contractor's obligations under this Agreement.

7. Company's Supervisor

- 7.1** The Company's Supervisor shall be responsible for managing and overseeing the provision and performance of the Services on behalf of the Company on a day-to-day basis. The Company's Supervisor shall not have any authority to agree to any amendment or revision to any term of this Agreement. Save as aforesaid, the Contractor shall accept and execute any request (including any Addendum for Additional Services), direction and/or instruction made or given by or on behalf of the Company's Supervisor in connection with the Services, and any such request, direction and/or instruction made or given by the Company's Supervisor shall be deemed to have been made or given to the Contractor by the Company.
- 7.2** The Company's Supervisor shall at all times have access to the places where the Services are being provided and performed.
- 7.3** The Company's Supervisor shall at any time be allowed to inspect the Services to verify that the Services comply with the Specifications and are free from defects.

8. Security Deposit

- 8.1** The Contractor shall, no later than the Commencement Date, pay the Company an amount equal to [5% of the total contract value] (the "**Security Deposit**"), or in lieu of such payment, provide the Company with a banker's guarantee issued by a bank approved by, and on such terms and conditions as may be prescribed by, the Company.
- 8.2** Any payment pursuant to Clause 8.1 shall constitute security for the payment of any sum due and payable to the Company from the Contractor as liquidated damages, compensation or otherwise, and the Company shall be entitled to retain the amount of such payment until the expiry or earlier termination of this Agreement, and may utilise at any time the whole or any part of such payment in payment of any sum due to the Company from the Contractor. The Company shall not be required to pay any interest on the Security Deposit. In any event, nothing herein shall be construed as in any way limiting the Company's right of recovery against the Contractor to the amount of the Security Deposit.
- 8.3** In the event that the Contractor provides the Company with a banker's guarantee in lieu of paying the Company the amount of the Security Deposit:
- 8.3.1** the Company may, but shall not be obliged to, invoke the banker's guarantee and recover therefrom in respect of any sum due and payable to the Company from the Contractor, without prejudice to any other right or remedy which may be available to the Company whether under this Agreement or at law; and
- 8.3.2** without prejudice to the Company's rights to prescribe any other term or condition under Clause 8.1, the Contractor shall procure that the date specified in such banker's guarantee as the "expiry date" is successively extended so that demands under the banker's guarantee can continue to be validly made by the Company and honoured by the issuing bank at any time throughout the period from the date of issuance of such banker's guarantee up to the expiry of the Term.

- 8.4** The Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate at any time after the Contractor neglects or fails in any way to observe, carry out, fulfil or discharge any of its obligations under this Agreement or any representation or warranty by the Contractor under this Agreement is or becomes untrue or incorrect or is breached in any respect. Without prejudice to the foregoing, in the event that the Contractor shall neglect or fail in any way to observe, carry out, fulfil or discharge any of its obligations under Clause 8.3.2, the Company shall be entitled to make a demand under the banker's guarantee for such amount as the Company may deem appropriate and to retain any and all amounts paid by the issuing bank under the banker's guarantee until the Contractor shall have discharged and performed all its obligations under this Agreement, and to utilise such amounts at any time to settle any sum due from the Contractor to the Company in connection with this Agreement.
- 8.5** Any demand made by the Company under the banker's guarantee and any payment received by the Company thereunder shall not preclude, affect or restrict the exercise of any rights by the Company under this Agreement or any legal remedy or relief to which the Company is entitled arising from any breach of the Contractor or any matter or event in respect of or pursuant to which the demand is made and any sum received by the Company as payment under the banker's guarantee shall be applied by the Company towards any sum due or payable by the Contractor to the Company (whether as damages or otherwise).
- 9. Payment Terms**
- 9.1** In consideration of the Contractor providing and performing the Agreed Services in accordance with this Agreement, the Company shall pay the Contractor the total of the Prices/Fees for all the Services provided to the Company in the preceding month.
- 9.2** Where the Parties have concluded any Addendum for Additional Services, the Company shall pay the Contractor a fee, at the rates prescribed by that Addendum for Additional Services, for the Additional Services provided and performed by the Contractor in accordance with that Addendum for Additional Services.
- 9.3** The Contractor shall prepare and render on the Company invoice(s) for the Services provided to the Company under this Agreement, and each invoice rendered by the Contractor shall contain such detail and be accompanied by such supporting documentation or certifications as the Company may otherwise require.
- 9.4** The Company shall, subject to the terms of this Agreement, make payment of the sum due to the Contractor within sixty (60) days of receipt of the Contractor's invoice by telegraphic transfer to such account with such bank as the Contractor may designate from time to time.
- 9.5** The Prices under this Agreement are denominated in \$, and are exclusive of any goods and services tax which may be imposed by any government bodies or authority(ies) against the Company or the Contractor in connection with the Services. The Company shall bear and pay all charges, fees or taxes imposed or levied in respect of the Services.
- 9.6** Save as otherwise expressly provided in this Clause 9 or as mutually agreed in writing between the Parties from time to time, the Contractor shall not be entitled to any fee, remuneration, payment, reimbursement, indemnity or compensation from the Company in connection with the performance and discharge by the Contractor of its obligations under this Agreement.
- 9.7** The Company may, to the extent permitted by law, deduct from or set-off any amount due and payable to the Contractor from the Company against any payment or sum due and payable to the Company

and/or any of its Affiliates from the Contractor, whether under this Agreement or otherwise and whether as damages or otherwise.

10. Remedies for Defects and Non-Conforming Services

- 10.1** If any of the Services required to be performed by the Contractor under this Agreement is or are not performed, or performed incompletely or otherwise than in accordance with this Agreement (“**Non-Conforming Services**”), the Company may elect not to pay the Contractor the fees for those Non-Conforming Services, and the Contractor shall pay the Company on demand the total of liquidated damages in the manner set out in Schedule 1.
- 10.2** Any amounts payable by the Contractor to the Company pursuant to this Clause 10 shall be recoverable as a debt due from the Contractor to the Company, and without limiting the generality of Clause 9.7, may at the Company’s election be deducted from and set-off against any amount due from the Company to the Contractor.
- 10.3** The duties, liabilities and obligations of the Contractor under this Agreement shall not be deemed waived, released or relieved by the Company’s Supervisor’s inspection of, review of, approval or acceptance of, or payments to the Contractor for the Services, or any part thereof.

11. Liability and Indemnity

- 11.1** The Company shall have no responsibility (whether to the Contractor or otherwise) in respect of any indirect, consequential, special or punitive losses, any loss of anticipated revenue, profit, use, anticipated savings, goodwill, reputation, or business contracts, or any other form of pure economic loss suffered by the Contractor as a result of, or in connection with, any claims brought against the Contractor by any third party, howsoever arising (whether in contract, tort or otherwise) and even if the Company had been advised of the possibility or likelihood of the same.
- 11.2** Without prejudice to the generality of the foregoing, and notwithstanding anything to the contrary herein, the aggregate liability of the Company arising out of or in connection with this Agreement shall not in any event exceed an amount equivalent to the annual contract value in any year.
- 11.3** The Contractor shall indemnify the Company and its Affiliates against all claims, liabilities, expenses, costs, loss or damage of whatever nature (including legal costs on a full indemnity basis incurred by the Company) brought against, suffered or incurred by the Company arising out of or in connection with this Agreement or the Contractor’s performance or purported performance of or failure to perform the Services (other than any delay in respect of which liquidated damages are paid to the Company in accordance with Clause 10.1) including without prejudice to the generality of the foregoing:
- 11.3.1** any breach of any term of this Agreement by the Contractor;
 - 11.3.2** any death of and injury to any person and loss of or damage to any property which may arise out of or in consequence of the presence of the Contractor or the Contractor’s Personnel on the Premises;
 - 11.3.3** any statement, act, omission, fraud, misconduct, negligence or default whatsoever of the Contractor or the Contractor’s Personnel (which the Contractor agrees it shall be fully and solely liable and responsible for); and
 - 11.3.4** any enforcement or attempted enforcement by the Company of its rights or remedies against the Contractor.

12. Insurance

- 12.1** Without prejudice to the Contractor's obligations under Clause 11, the Contractor shall effect and maintain at its sole cost, at all times during the Term, the insurances set out in Schedule 4 with one or more insurers satisfactory to the Company.
- 12.2** The Contractor shall provide the Company with a certificate issued by the Contractor's insurer evidencing all the insurance coverage in Clause 12.1 prior to the Commencement Date. The certificate shall state, *inter alia*, the following:
- 12.2.1** the Company shall be given not less than thirty (30) days' prior written notice of any change restricting or reducing insurance coverage or the cancellation of any insurance coverage; and
 - 12.2.2** the insurer unconditionally waives all subrogation rights it may have against the Company and its Affiliates.
- 12.3** The Contractor shall, whenever required, produce for the Company's inspection the policy or policies of insurance and the receipts for payment of the current premiums.
- 12.4** If the Contractor fails upon request to produce to the Company satisfactory evidence that there is in force any of the insurances required under this Clause 12.1 at any time, then and in any such case the Company:
- 12.4.1** may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor; and
 - 12.4.2** will be entitled at its absolute discretion to withhold all payments which would otherwise be due to the Contractor under this Agreement until such evidence has been produced to the Company.

13. Term and Termination

- 13.1** The Term shall commence on the Commencement Date and continue in force for the duration of the Term, unless earlier terminated in accordance with the provisions of this Clause 13.
- 13.2** Upon the expiry of the Term, the Company shall have the option to extend the Term for a further period of one (1) year, on the same terms and conditions as this Agreement. Such option may be exercised by the Company no earlier than three (3) months and no later than one (1) month prior to the expiration of the Term.
- 13.3** Each of the Parties shall have the right to terminate this Agreement at any time during the Term by giving to the other Party six (6) months' prior notice in writing.
- 13.4** Notwithstanding anything to the contrary contained herein, each Party ("**Non-Defaulting Party**") may at its sole discretion terminate this Agreement immediately with respect to any or all of the Services by giving written notice to the other Party ("**Defaulting Party**") if:

- 13.4.1 the Defaulting Party commits any breach of any term of this Agreement which, if capable of remedy, is not remedied within thirty (30) days from the date of service of the Non-Defaulting Party's notice on the Defaulting Party specifying the breach and requiring such breach to be remedied;
 - 13.4.2 where the Defaulting Party is the Contractor, the total amount of liquidated damages payable by the Contractor under Clause 10 amount to or are in excess of the full amount of the Security Deposit;
 - 13.4.3 any mortgagee, chargee or encumbrancer takes possession or a receiver is appointed over any part or all of the undertaking or property or assets of the Defaulting Party;
 - 13.4.4 the Defaulting Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 13.4.5 an order of court is made to wind up the Defaulting Party or to place it under judicial management or a resolution is passed by the members of the Defaulting Party for its winding up or liquidation;
 - 13.4.6 any distress or execution is levied or enforced in relation to any of the assets of the Defaulting Party;
 - 13.4.7 the Defaulting Party ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due;
 - 13.4.8 the Defaulting Party offers, gives or agrees to give, or has offered, given or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement;
 - 13.4.9 the Defaulting Party shows or forbears to show favour to any person in relation to any agreement with the Company, or if similar acts shall have been done by any person employed by the Defaulting Party or acting on its behalf (whether with or without the knowledge of the Defaulting Party); or
 - 13.4.10 in relation to any agreement with the Non-Defaulting Party, the Defaulting Party or any person employed by it or acting on its behalf commits any offence under the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241), or abets or attempts to commit such an offence, or gives any fee or reward the receipt of which is an offence under the Penal Code or the Prevention of Corruption Act.
- 13.5** Nothing in this Agreement shall prejudice the rights and obligations which have been accrued prior to the expiry or earlier termination of this Agreement or preclude either Party from claiming against the other Party in respect of any loss or damage arising from or incurred as a result of any breach of any of the provisions of this Agreement occurring prior to the expiry or earlier termination of this Agreement. Further, the termination of this Agreement shall not affect the continuing rights and obligations of the Company under any other provision of this Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.
- 13.6** On the expiry or earlier termination of this Agreement, the Contractor shall, unless otherwise expressly directed in writing by the Company's Supervisor, remove its property that has not been retained by the Company as well as its personnel on the Premises.

13.7 The right of termination conferred by this Clause 13 is in addition to and not in derogation of any other right of termination of this Agreement conferred under any other provision of this Agreement.

14. Assignment

14.1 Neither Party may assign, delegate or transfer its rights or benefits and/or obligations under the terms of this Agreement to any third party without the prior written consent of the other Party, provided that the Company may assign its rights and benefits under the terms of this Agreement to any of its Affiliates, and in the event of such assignment, the duties and obligations of the Company under this Agreement may be performed by its assignee in lieu of the Company.

14.2 Further, notwithstanding any consent given by the Company for any assignment, delegation or transfer of the Contractor's rights or benefits and/or obligations under the terms of this Agreement, the Contractor shall remain solely responsible to the Company for observing and complying with and the due performance of all the duties, obligations, undertakings, warranties and covenants of the Contractor set out in this Agreement.

15. Confidentiality

15.1 The Contractor acknowledges that all information relating to the Company and/or its operations are confidential and belong to the Company. The Contractor shall maintain and cause to be maintained the confidentiality of all such information, and shall not without the prior written consent of the Company (which shall not be unreasonably withheld), copy or use or disclose any such information whether during or after the expiry or earlier termination of this Agreement to any person save and to the extent that such use or disclosure is necessary:

15.1.1 for the discharge of the Contractor's obligations under this Agreement; or

15.1.2 for financial reporting purposes of the Contractor; or

15.1.3 to comply with statutory or regulatory requirements in Singapore (including the requirements of any stock exchange); or

15.1.4 in the prosecution or defence of any legal action in any court of law or pursuant to any order of court.

Notwithstanding the above, the Contractor shall not disclose any of the confidential information referred to above in this Clause 15.1 to any of the Contractor's Personnel unless and until the Contractor has placed such Contractor's Personnel under undertakings of confidentiality and containing similar conditions provided in Clause 15.1, and the Contractor in any event undertakes full responsibility for the maintenance and preservation of the confidentiality of any confidential information disclosed by the Contractor to the Contractor's Personnel and the due compliance by such Contractor's Personnel of the conditions of such undertakings to the same extent as if they were undertaken by the Contractor.

15.2 Clause 15.1 shall not apply to any confidential information which at the time it is disclosed, made available or otherwise provided by the Party to whom such information relates, is in the public domain, and shall cease to apply to any information which subsequently becomes publicly available otherwise than as a consequence of any breach by the Contractor of Clause 15.1.

15.3 Notwithstanding the expiry or earlier termination of this Agreement for whatever reason, the obligations and restrictions in this Clause 15 shall be valid for a period of two (2) years from the expiry or earlier termination of this Agreement.

16. Notices

- 16.1 Any notice, demand or other communication to either Party by the other shall be given in writing and delivered to the addresses or email or facsimile numbers set out hereunder. Such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile/email (with successful transmission)) immediately or (if given or made by letter to an address within Singapore) [•] working days after posting.

To the Company:

[•]

Facsimile No.: [•]

Attention: [•]

To the Contractor:

[•]

Facsimile No.: [•]

Attention: [•]

17. Arbitration

- 17.1 Any dispute, controversy or disagreement arising out of or relating to this Agreement, including any question regarding its existence, validity or termination (“**Dispute**”) shall be referred for determination or resolution in an arbitration conducted by the Singapore International Arbitration Centre (“**SIAC**”) and in accordance with the SIAC Rules (“**Rules**”), except to the extent that the Rules conflict with the provisions of this Clause 17, in which event the provisions of this Clause 17 shall prevail and apply.
- 17.2 The number of arbitrators shall be one (1), the place of the arbitration shall be Singapore, and the language of the arbitration shall be English.
- 17.3 Any decision or award of the arbitral tribunal shall be final and binding upon the Parties to the arbitration proceeding. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding or their assets wherever they may be found, and that a court ruling upon enforcement of the arbitral award may be entered in any court having jurisdiction thereof. The Parties also hereby irrevocably waive and exclude any right to appeal to any court in any jurisdiction against any such decision or award, or to seek any review or revision of any such decision or award by any court in any jurisdiction. The foregoing shall be without prejudice to the rights of either Party to refer any Dispute to the courts for resolution where necessary to preserve the subject matter of the action by way of injunctive or declaratory proceedings.

18. Entire Agreement

- 18.1 This Agreement supersedes and cancels all previous agreements, warranties and undertakings whether oral or written, express or implied, given or made by or between the Parties, and constitutes the entire agreement between the Parties in respect of the matters set out herein, and save as expressly provided for in this Agreement, no other terms and conditions shall be included or implied.

19. Variation and Amendment

- 19.1** No variation, amendment or rescission of this Agreement shall bind either Party unless made in writing

and signed by both Parties. Unless expressly agreed, no variation or amendment shall constitute a general waiver of any provision of this Agreement, nor shall it affect any right, obligation or liability under or pursuant to this Agreement which have already accrued up to the date of such variation or amendment, and the rights and obligations of the Parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied or amended.

20. Invalidity

- 20.1** If at any time any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. The Parties agree to amend or replace any invalid, illegal or unenforceable provision of this Agreement by valid, legal and enforceable provisions which achieve, to the greatest extent possible and in the interests of the Parties hereto, the economic and all other purposes of the invalid, illegal or unenforceable provision.

21. Counterparts

- 21.1** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

22. Waiver

- 22.1** The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment in the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect throughout the term of this Agreement. No waiver by either Party of any term or provision thereof shall be deemed to have been made unless expressed in writing and signed by an authorised representative of such Party.

23. Non-Exclusivity & Non- Solicitation

- 23.1** The Contractor acknowledges and agrees that it may not be the exclusive provider of the Services to the Company and the Company may procure the Services or services similar to the Services from or otherwise conduct business with other parties who may be in competition, whether directly or indirectly, with the Contractor.
- 23.2** For the duration of this Agreement and for an additional term of one (1) year following the expiry or earlier termination of this Agreement, the Contractor agrees not to induce or attempt to induce any person who is an employee of the Company and who is or was involved in the performance of this Agreement to terminate his or her employment with the Company.

24. Change of Control

- 24.1** In the event there is any proposed change in the ownership or shareholding of the Contractor, the Contractor shall seek the Company's written consent prior to such change.

25. Personal Data

- 25.1** In this Clause, "**Personal Data**" means all data which is defined to be "personal data" under the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore) ("**PDPA**") and includes all information which identifies or which relates to an individual, whether true or not, in any form, disclosed, furnished or made available directly or indirectly to the Contractor and/or its permitted

subcontractors by or on behalf of the Company or otherwise received or obtained by the Contractor and/or its permitted subcontractors pursuant to, by virtue of, or in the course of providing the Services.

25.2 Each of the Company and the Contractor shall, in its collection, processing, disclosure or other use of Personal Data, for any purpose arising out of or in connection with the provision of the Services, adhere to the requirements of the PDPA. Without prejudice to the generality of the foregoing, each Party shall, where required and in the manner required by any applicable laws or legal requirements (“**Law**”):

25.2.1 use Personal Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying or obtaining the consent of the individual to whom the Personal Data relates (“**Subject Individual**”);

25.2.2 provide Subject Individuals with access to their Personal Data and the ability to correct such Personal Data upon request;

25.2.3 use reasonable efforts to ensure the accuracy of Personal Data;

25.2.4 institute reasonable security arrangements to protect the Personal Data from authorised access and similar risks;

25.2.5 securely destroy the Personal Data where it is no longer required; and

25.2.6 transfer Personal Data outside Singapore only as prescribed by Law.

Each Party shall return or destroy Personal Data provided to it by the other forthwith upon being required to do so by the other or immediately without request upon the expiry or earlier termination of this Agreement, save that a Party may nonetheless retain Personal Data if such retention is necessary for its business or legal purposes (including without limitation compliance, audit or regulatory purposes).

26. Relationship Between the Parties

26.1 The Contractor shall for the purposes of this Agreement be deemed to be an independent contractor, and nothing contained in this Agreement is intended nor shall it be regarded as constituting a partnership, agency, joint venture or fiduciary relationship between the Parties.

27. Reasonableness

27.1 Each Party to this Agreement confirms it has received independent legal advice relating to all the matters provided for in this Agreement, including the provisions of this Clause, and agrees, having considered the terms of this Clause and the Agreement as a whole, that the provisions of this Clause are fair and reasonable.

28. Contracts (Rights of Third Parties) Act

28.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Agreement, save that any of the Company's Affiliates may enforce and rely on the provisions of Clauses 9.7 and 11.3 to the same extent as if it were a party to this Agreement, provided nevertheless that this Agreement may be terminated and any term of this Agreement may be amended or waived without the consent of any of such Affiliates.

29. Governing Law

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

Schedule 1 Agreed Services

Scope of Work

1. Chilled pork tray pack processing.

Types of pork processed are:
a.) Australian Chilled Pork
b.) Indonesian Chilled Pork
2. Type of pork cuts and its weight per packet are in accordance to customers' specification.
3. Sort out the number of tray and type of pork cut according to customers' orders. Weighing each type of pork cut and record the weight accurately onto order forms. Ensure 100% fulfilment for all Customers and there should be no cancellation of order quantity without prior consent of the Client/Company.
4. No foreign object or element inside the tray packed pork cut and enforce good hygiene practice at all times by Contractor.
5. All tray pack will be printed pack date for next day delivery. e.g. production on 1st Nov 2017 pack date 1st Nov 2017 for delivery next day 2nd Nov 2017 morning. While afternoon 2nd trip deliveries the pack date will be same day 1st Nov 2017

Operating Hours

6. Operations are from Monday to Sunday from 5:00 am to 14:00 pm or till completed orders, regardless of public holiday or Sunday. Extended working days and hours are expected during Chinese Lunar New Year period, machines breakdown or other festive dates.
7. Working Environment is chiller condition +1degC to + 12degC

Operating Process

8. Operations begin withdrawing required pork cuts from the holding room and ensure the pork is of good quality. If sub-quality found, the Contractor should report to the Company/Client immediately. Weighing of pork cuts and keying into the computer system must be done before processing. Record accurately the weight of each pork cuts taken from the holding room onto the form provided by the Company/Client. Before data entry into the computer weighing system, all pork cuts are check for correct item's description and weight.
9. Pork cuts removed from pork cut holding room must remain on hook or place in clean plastic basket before proceed to meat cutting room.
10. **To prevent mixing of Australian/Indonesian origin, Contractor is ensure processing the different origins at the different interval.** While processing ensure the chilled pork meat temperature do not exceed tolerant temperature.
11. From the pork cut, Contractor butcher will cut the pork in accordance to customers' specification.
12. All processed pork cut will place neatly on the poly-foam trays provided by the

Client/Company. Appearance must look presentable from the buyers' perspective.
Contractor is to ensure that no over stacking of retailed cuts and the butcher.

13. After filling up the poly foam tray, pack will be placed on wrapping machine, once batch completed goods will be pushed to the designated area to be transferred immediately to finished goods area and order processing after weighing and recording at weighing station.
14. At wrapping station, ensure each poly-foam tray is seal properly and wrap to the bottom of the tray.
15. All wrapped tray pack must be place onto the plastic crate provided by the Client/Company and there will be no direct contact on the floor.
16. The weight of tray packed is captured at the weighing station with the use of platform weighing scale. Weighing is done by type of retailed cut and recording of weight must be done accurately by Contractor. Contractor must enter the weight and number of tray packs into the system. Client/Company will conduct random check by re-weighing the finished products and compare the record entry by Contractor. Penalty will be issue d for any discrepancies.
17. After weighing, all plastic crates will be pushed into tray pack holding room whereby customers' orders are being processing.
18. Sorting and order processing is done in accordance to customers' order. Client/Company will issue the order form to the Contractor and the Contractor is to ensure all fulfilments. Any alteration to order quantity must be agreed by the Client/Company. Contractor is liable to any shortage in supply to customers in terms of non-fulfilment or weight shortage or any foreign object or element found by the Client/Company or customer. Warning Letter will be issued for any above found and penalty will be imposed.
19. After all sorting and order processing, stack the plastic crate neatly in the tray pack holding room for delivery and in accordance to Customers region.
20. After operations, Contractor needs to carry out the washing, cleaning of operation rooms, work tables, tools, machines and the chiller room. Client/Company will check and to its satisfaction before the Contractor is allowed to leave the Premises.
21. Contractor is to provide the balance stock report of all items to the Client/Company at end of operation. Balance should be avoided and production plan need to be adjusted in case of balances at end of operation.

Manpower Requirement

22. Contractor is to deploy a minimum total of 13 staffs as follow;

- Meat Cutters: 4
- Packers and Machine Operators: 9

*subject to change depending on business requirements

23. Appointed supervisory staff must be in the processing room at all times, other than at break-time.

24. Liquidated Damages

S/No	Description	Liquidated Damages (S\$)
1	The agreed tolerance wastage allowed during the trimming process is 5% of total weight. Excess wastage of more than 5% is chargeable to Contractor at S\$10 per kg	S\$10 per kg x quantity
2	Accumulate 2 Major Non-Compliance 1) Safety 2) Health 3) Manpower Regulation within 3 consecutive months	The same penalty amount MOM imposed on Country Foods
3	To ensure no Foreign Matter found in any of the finished products.	The same penalty amount MOM imposed on Country Foods
4	In the event of any leave of absence or “no-show” by any dedicated staff, the replacement must be filled within 60 minutes of the event being reported.	S\$500.00 per incident
5	Poor housekeeping or Staff poor hygiene standard	S\$100/per case
6	Poor handling of the Machines & Equipment provided. Causing damages due to improper handling.	As per actual repair cost

Major – Non Compliance

Major non-compliance shall be recorded in the inspection reports put up by the Country Foods Operations Manager.

A second MAJOR non-compliance accumulated by the Contractor within 3 consecutive month, be it a repeated or new non-compliance shall warrant issuance of a LD of S\$100.00

The first MAJOR non-compliance registered earlier shall be nullified in the event no other Major non-compliance was registered within the 3 consecutive months (from the date whereby the first Major non-compliance was registered.) All subsequent MAJOR non-compliance shall start afresh, from the date of inspection.

MAJOR Incident

- Entering the operation rooms without prior attire
- Entering the washroom without removing or attempt to change to new sets of hygiene gears, such as aprons, gloves, etc after the visit.
- Smoking at the Non-Authorised Area
- Sloppy, dirty and or untidy Uniform of the Contractor’s staffs
- Foreign object or element found inside the tray packed pork cut
- Over stacking of retailed cuts in the poly form tray
- Non-Accurately weighing of the finish tray pack cut for retail market
- Un-cleaned operation rooms, work tables, tools, machines and the chiller room

Waiver of LD

Contractor may seek clarification through writing to the Country Foods Operations Manager within the next 7 working days from the date of issuance of the non-compliance. Country Foods Operations Manager shall without prejudice, assess the case put forth by the Contractor. All subsequent cases put forth after the time line shall not be considered. The decision of the Country Foods Operations Manager shall be unbiased and final.

**Schedule 2
Addendum for Additional Services**

[To be issued on the letterhead of the Company]

[Date]

[Address of Contractor]

Dear Sirs

Provision of Pork Cutting Services and Tray Packing Agreement

1. We refer to the Provision of Pork Cutting Services and Tray Packing Agreement dated [•] made between you and us (the "**Agreement**"). Terms and expressions used in this Letter shall, unless otherwise defined or where the context otherwise requires, have the same meanings ascribed thereto in the Agreement.
2. This Letter is supplemental to the Agreement.
3. It is hereby agreed as follows:
 - 3.1 that the Company has requested, and the Contractor has agreed to provide, the Additional Services described in the Appendix attached to this Letter;
 - 3.2 that the Additional Services shall be performed by the Contractor with effect from [date]; and
 - 3.3 the Company shall pay the Contractor the charges for the Additional Services at the respective rates stated in the Appendix attached to this Letter.
4. Save as aforesaid, the terms and conditions set out in the Agreement shall apply to and govern the provision and performance of the Additional Services.

Please sign and return to us the original copy of this Letter. The duplicate copy is for your retention.

Yours faithfully

Name:

Designation:

for and on behalf of

[Name of Company]

ACCEPTANCE

To: **[Name of Company]**

We agree to the above.

For and on behalf of **[Name of Contractor]**

Name:

Designation:

Date:

Schedule 3
Schedule of Price/Fees

Requirement		Job Type	No. of Production Staff (A)	Price per production staff per month (B)	Price per manhour per production staff (C)	Option Year (B')	Option Year (per manhour) (C')
Meat Cutters	4	Manual Cutting					
		Band Saw Cutting					
Machine Operators	9	Machine Operators					
Packers		Packers					
Order Picking		Order Picking					

Schedule 4 Insurances

1. The Contractor shall effect and maintain at its sole cost, at all times during the Term, the following insurances:
 - 1.1 public liability policy against any risks arising out of fire, theft, occurrences on the Premises and such other risks as are customarily insured in a public liability policy, with the following limits of indemnity:
 - 1.1.1 for any one accident, not less than **\$1,500,000** per claim; and
 - 1.1.2 for any one period of indemnity, unlimited;
 - 1.2 Work Injury Compensation Insurance against liability arising under the Work Injury Compensation Act (Chapter 354) and at common law arising out of the employer-employee relationship, which shall contain the following endorsements:
 - 1.2.1 **Endorsement A** – If any employee employed by the insured or by the insured's contractors as referred to in Endorsement B herein or any dependant of such employee, brings or makes a claim under any Work Injury Compensation legislation in force in Singapore against the Company and its related corporations and associated corporations for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Contractor may be carrying out for the Company, the insurance company will indemnify the Company and its related corporations and associated corporations against such claim, that the insurance company may have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement will be construed as affecting the insured's right to recover damages in any other way under the said legislation;
 - 1.2.2 **Endorsement B** – It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the insured to employee in the employment of contractors performing work for the insured while engaged in the business and occupation in respect of which the within policy is granted but only so far as regards claims under any Work Injury Compensation legislation or common law in force in Singapore;
 - 1.3 any other insurances required under law or customarily effected by persons which provide services similar to or analogous with the Services.
2. Save for the insurance coverage referred to in paragraph 1.2, the Company and its related corporations and associated corporations shall be named as additional insured in respect of the insurance coverage referred to in Clause 12.1.

Schedule 5 Services Obligations

1. Removal of Properties

- 1.1** The Contractor shall not, and shall ensure that the Contractor's Personnel shall not, remove any property, including discarded and unused items, from the Premises without written authorisation from the Company.
- 1.2** The Contractor will be liable for the cost of any property so removed (regardless of how such property may have come into its possession) and will indemnify the Company in full under Clause 11.3 against all liability resulting from such removal.

2. Uniforms for Contractor's Personnel

- 2.1** The Contractor shall provide the Contractor's Personnel with uniforms (including shirts, trousers and footwear) acceptable to the Company. All uniforms must bear the Contractor's name and logo.
- 2.2** All Contractor's Personnel must be properly attired in such uniforms while on the Premises.

3. Water and Electricity

- 3.1** All water and electricity required for the provision and performance of the Services shall be provided by the Company to the Contractor free of charge. The Contractor shall, and shall ensure that the Contractor's Personnel shall, exercise best efforts to economise the use of water and electricity in providing and performing the Services.

4. Occupational Health Safety Policy

- 4.1** The Contractor shall at all times duly comply with the terms of SATS' Occupational Health and Safety policy, a copy of which is set out below, and as may be updated from time to time.



SATS OCCUPATIONAL HEALTH & SAFETY (OHS) POLICY

At SATS we are committed to providing a safe, secure and healthy work environment for our people. In line with our core values, we maintain and promote an effective occupational health and safety management program. Our SATS approach is as follows:

Strive to anticipate hazards and possible terror risks and eliminate them to prevent personal injury/illness to employees or loss/damage to equipment and property.

Assure a high level of compliance by meeting applicable legal requirements and adopting best practices.

Train and educate employees and contractors to prevent accidents and injuries, including managing and responding to terror threats, and promoting a healthy lifestyle.

Seek and implement all reasonable measures to provide the best possible care in maintenance of our equipment and facilities.

This Policy will be kept up-to-date and relevant, and communicated to everyone at SATS as well as to all persons working under the control of SATS, so that they are reminded of their individual OHS obligations.

We are all responsible for preventing injury and ill-health, both to ourselves as well as to fellow colleagues.

The prevention of accidents is a joint effort. We collaborate to continually improve our occupational health & safety performance to make our company the best and safest place to work.

A handwritten signature in black ink, appearing to read 'Alex Hungate'.

Alex Hungate
President & Chief Executive Officer
SATS Ltd.



Dated: 09 May 2018

In witness whereof this Agreement has been entered into on the date stated at the beginning.

The Company

SIGNED by **[Click here and type individual name]**

for and on behalf of

[insert name of relevant SATS entity]

in the presence of:



Witness' signature

Name:

Address:

The Contractor

SIGNED by **[Click here and type individual name]**

for and on behalf of

[•]

in the presence of:



Witness' signature

Name:

Address: