

Dated [●]

**SATS AIRPORT SERVICES PTE LTD**

and

**[VENDOR]**

**AGREEMENT FOR THE PROVISION  
OF SERVICE CREW FOR SATS CARGO SERVICES  
FROM 15 OCTOBER 2021 TO 14 OCTOBER 2024  
(WITH AN OPTION FOR 2 MORE YEARS)**

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This Agreement for the **Provision of Service Crew for SATS Cargo Services from 15 October 2021 to 14 October 2024 (with an option for 2 more years)** is made on **[click here and type date]** between:

- (1) **SATS Airport Services Pte Ltd** (Company Registration Number 198500561R), a company incorporated in Singapore and having its registered office at 20 Airport Boulevard, SATS Inflight Catering Centre 1, Singapore 819659 (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:**

The Company requires the Contract Workers (as defined below) to perform the Services (as defined below) at the Premises (as defined below) and the Contractor has agreed to provide the Contract Workers 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 "**Affected Party**" shall have the meaning ascribed to it in Clause 10.1.
- 1.1.2 "**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.
- 1.1.3 "**Agreement**" means the main body of this Agreement for the Provision of Contract Workers and any and all Schedules and Appendices annexed hereto and incorporating all amendments thereto, if any, effected by mutual agreement in writing.
- 1.1.4 "**Commencement Date**" means **15 October 2021** or such other date as the Parties may agree in writing.
- 1.1.5 "**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.
- 1.1.6 "**Contractor's Supervisor**" has the meaning ascribed to it in Clause 5.2.1(i).

1.1.7 “**Contractor’s Personnel**” means any director, shareholder, officer, employee, servant or agent of the Contractor or any such personnel of their Affiliates or permitted subcontractors.

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 “**Contract Worker**” 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 at the Premises.

1.1.10 “**Contract Worker’s Criteria**” means the criteria which the Contractor shall ensure a person must meet or fulfil, and continue to meet or fulfil (as the case may be) before such person is assigned as a Contract Worker for the purposes of this Agreement, as described in Paragraph 1 of Schedule 2.

1.1.11 “**Force Majeure Event**” means any of the following:

- (a) war, invasion, rebellion, revolution, insurrection or civil war;
- (b) act of Government in its sovereign capacity;
- (c) earthquakes, fire, lightning, storms, floods, unusually severe or extreme weather conditions or any other occurrence caused by the operation of the forces of nature;
- (d) interruption or curtailment in the provision of electricity, water, gas and/or any other utilities and/or in any IT system;
- (e) strikes, lockouts, boycotts or labour disputes; and
- (f) terrorism, sabotage or arson,

the occurrence and the effect of which the Affected Party is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of such Party.

1.1.12 “**Intellectual Property Rights**” means patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other

intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

- 1.1.13 “**Parties**” means the Company and the Contractor, and “**Party**” means either of them.
  - 1.1.14 “**Premises**” means Singapore Changi Airport areas or such other place as the Company may from time to time notify the Contractor in writing.
  - 1.1.15 “**SATS Group**” means SATS Ltd. and all its related corporations (as defined in the Companies Act (Cap. 50) and associated companies.
  - 1.1.16 “**Security Deposit**” shall have the meaning ascribed to it in Clause 7.1.
  - 1.1.17 “**Services**” means the services described in Schedule 3 to be provided by the Contract Workers, and any part thereof, and includes 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.
  - 1.1.18 “**Standards**” means the standards required of the Contract Workers 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 3.
  - 1.1.19 “**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>.
  - 1.1.20 “**\$**” means the lawful currency of the Republic of Singapore.
  - 1.1.21 “**Term**” means the period commencing on the Commencement Date and ending on the **3rd** anniversary of the Commencement Date.
  - 1.1.22 “**Training Programmes**” means such training programmes as the Contractor shall conduct for the Contract Workers for the purposes of providing the Services, as the Company may from time to time require and notify the Contractor.
- 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 any “**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; and
  - 1.4.6 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 Agreement for the Provision of Contract Workers and the terms of any Schedule or Appendix, those terms of the main body of this Agreement for the Provision of Contract Workers shall prevail.

## 2. **Provision of Contract Workers**

- 2.1 The Contractor shall as from the Commencement Date and for the duration of the Term provide the Company with Contract Workers of the types and in the numbers and possessing the qualifications specified in Schedule 1, to provide and perform, for the Company, the Services at the Premises in accordance with this Agreement, Schedule 2 and Schedule 3.
- 2.2 In addition, the Company may, by giving the Contractor prior written notice thereof, require the Contractor to provide the Company with additional personnel to perform the Services. The Company's notice shall specify the type and number of such additional personnel required, the qualifications to be possessed by such personnel, and the times and duration for which the Company requires the Services to be performed by such personnel. The Contractor shall fulfil the Company's requirements in accordance with such notice, and the personnel assigned by the Contractor pursuant to this Clause 2.2 shall be regarded as “Contract Workers” for the purposes of this Agreement.

**2.3** The Company may at any time, by written notice to the Contractor, request that the Contractor replace the Contract Worker(s) specified in the Company's notice. The Company shall not be required to assign any reason for such request, and the Contractor shall promptly replace such Contract Worker(s) with personnel which comply with the requirements for such "Contract Workers" pursuant to or as set out in this Agreement.

**2.4** The Company may at its discretion determine:

2.4.1 the means and manner in which the Services shall be performed by the Contract Workers; and

2.4.2 the work schedule for the performance of the Services, including without limitation:

(i) the frequency and timing for the performance of the Services;

(ii) the number of Contract Workers to be used in the performance of the Services; and

(iii) the number of hours worked by each Contract Worker which shall not in any event exceed 44 hours in any week and 12 hours in any day.

**2.5** The Contractor hereby acknowledges and confirms that the Contractor shall remain the employer of the Contract Workers during the Term. Under no circumstances will this Agreement operate to transfer each of the Contract Workers' contract of employment with the Contractor to the Company. Accordingly, the Contractor shall:

2.5.1 bear the expenses of all salaries, remuneration and other employment benefits of the Contract Workers and for all compensation or payments for or arising from the termination of any Contract Worker's employment with the Contractor which accrue or are incurred under any applicable law other than Singapore law; and

2.5.2 be responsible for and shall bear the expenses of complying with all applicable statutory requirements in connection with the employment of the relevant Contract Worker, including the provision of workmen's compensation insurance and contributions to the Central Provident Fund in respect of such Contract Worker (if applicable) in accordance with Singapore law.

**2.6** The Contractor shall conduct the necessary checks and shall inform the Company if any Contract Workers have been subject to any conviction in a criminal proceeding or being subject to a pending criminal proceeding.

### **3. Training and Familiarisation Duties and Programmes**

**3.1** The Contractor shall at its own cost and expense carry out the Training Programmes, and shall procure and ensure that all of the Contract Workers attend and participate in all the Training Programmes.

**3.2** It is the responsibility of the Contractor to make all relevant inquiries and inspections and obtain, and procure that the Contract Workers 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. The Company shall allow the Contractor and the Contract Workers such access to the Premises before the Commencement Date as the Company may in its discretion reasonably determine, by prior appointment with the Company, for the purpose of:

- 3.2.1 conducting, at the Contractor's sole cost and expense, such training programmes as the Contractor considers appropriate to familiarise the Contract Workers with the performance of the Services at the Premises; and
- 3.2.2 enabling the Contractor and the Contract Workers 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.

#### **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 each of the Contract Workers is lawfully entitled to reside, undertake employment and work in Singapore, and if any Contract Worker is employed for any other job or contract in Singapore other than to perform the Services under this Agreement, the Vendor shall be responsible to ensure that the employment of the Contract Workers complies with all applicable statutory requirements and government regulations;
- 4.1.4 it has the sole right of selection and power of termination with respect to the Contract Workers;
- 4.1.5 each of the Contract Worker meets or fulfils, and continues to meet or fulfil (as the case may be), the Contract Worker's Criteria described in Paragraph 1 of Schedule 2;
- 4.1.6 each of the Contract Worker is competent, properly qualified with the applicable qualifications set out in Schedule 1 and possesses the relevant experience;

- 4.1.7 it shall ensure that each of the Contract Worker shall at all times perform the Services in accordance with the Standards and to the satisfaction of the Company when responding to the requests, directions and/or instructions of the Company;
  - 4.1.8 the Contractor, the Contract Workers and any other person responsible for 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, regulation or directive;
  - 4.1.9 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;
  - 4.1.10 the Contractor shall, and shall ensure that every Contract Worker 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;
  - 4.1.11 the Contractor shall at all times duly comply with the terms of the Supplier Code of Conduct;
  - 4.1.12 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.
- 4.2 The undertakings, representations and warranties in Clause 4.1 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. **Supervision of Contractor and/or Contract Workers**

- 5.1 The Company's Supervisor shall be responsible for managing and overseeing the provision and performance of the Services by the Contractor and/or Contract Workers 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 (and shall procure that the Contract Workers accept and execute) any request, direction and/or instruction made or given by or on behalf of the Company's Supervisor in connection with the performance of the Services by the Contract Workers, 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.
- 5.2 Without prejudice to any right of the Company and/or Company's Supervisor to direct or instruct the Contractor and/or the Contract Workers under this Agreement:
- 5.2.1 the Contractor shall, in addition to providing the Contract Workers, and at no additional cost to the Company:
    - (i) assign and dedicate at least one officer, agent, servant or employee of the Contractor ("**Contractor's Supervisor**") for every 49 Contract Workers

provided during the Term, 2 Contractor Supervisors for every 50 -99 Contract Workers and 3 Contractor Supervisors for every 100 – 150 Contract Workers, who shall liaise and coordinate with the Company and/or the Company's Supervisor to ensure, and/or provide such assistance as may be necessary to ensure, that the Contract Workers comply with the instructions and directions of the Company and/or the Company's Supervisor;

- (ii) ensure that the Contractor's Supervisor exercises adequate control over the Contract Workers at all times whilst they are on the Premises, for the purposes of Clauses 5.2.1(i) and 6.

5.2.2 The Contractor's Supervisor shall be authorised to accept and execute on behalf of the Contractor such instructions as may be given by the Company and/or the Company's Supervisor. Any instruction or direction given to the Contractor's Supervisor by the Company's Supervisor pursuant to Clause 5.1 shall be deemed to have been given to the Contractor.

## **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 Contract Worker 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 Contract Workers 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, its officers, directors, shareholders, agents and employees, or any occupier of the Premises.

6.2 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.

6.3 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 6.2. 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. Security Deposit**

7.1 The Contractor shall, no later than the Commencement Date, pay the Company an amount equal to \$[•] ("**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.

- 7.2** Any payment pursuant to Clause 7.1 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.
- 7.3** 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:
- 7.3.1** 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
- 7.3.2** without prejudice to the Company's rights to prescribe any other term or condition under Clause 7.1, 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.
- 7.4** 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 7.3.2, 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.
- 7.5** 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).

## **8. Payment of Fees**

- 8.1** The Company shall for each month during the Term, with respect to each type of Contract Worker, pay the Contractor the total of the monthly fees for such number of such Contract Worker based on the rate per Contract Worker as set out in the table in Schedule 1, such fees pro-rated for any incomplete month.
- 8.2** The Contractor shall prepare and render on the Company invoice(s) for the fees payable under this Agreement (or part thereof) in accordance with Schedule 1, and each invoice rendered by the Contractor shall contain such detail and be accompanied by such supporting documentation or certifications as may be set out in Schedule 1, and as the Company may otherwise require.
- 8.3** Any sum due to the Contractor under this Agreement (whether in respect of fees or otherwise) shall be paid in **Singapore Dollars** within **sixty (60)** days of the date of receipt (or the last date of receipt, as the case may be) by the Company of the Contractor's invoice prepared in accordance with the terms of this Agreement, and such other documentation or certification as referred to in Clause 8.2, by telegraphic transfer to such account of the Contractor with such bank as the Contractor may designate from time to time for such purpose, or by such other means as the Parties may hereafter agree.
- 8.4** The Company shall bear and pay to the Contractor all goods and services tax imposed or levied in respect of the provision of the Services.
- 8.5** Save as otherwise expressly provided in this Clause 8 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.
- 8.6** 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.

## **9. Remedies for Failure to Provide Contract Workers and Non-Conforming Services**

- 9.1** Without prejudice to the generality of Clause 9.2, if at any time during the Term, the number of Contract Workers available for the Company's use pursuant to this Agreement falls below the requisite number stated in the table in Schedule 1 for any reason without the Company's prior written consent:
- 9.1.1** the Company may, at its sole discretion and in addition to any other rights of the Company under this Agreement or at law:
- (i) provide such number of personnel which comply with the requirements for "Contract Workers" set out in this Agreement as will ensure that the

number of Contract Workers meet the requisite number stated in Schedule 1 and 3, to the satisfaction of the Company at the Contractor's own cost and expense, and the Contractor shall promptly, and in any case within **two (2)** days thereafter provide such Contract Workers; and/or

- (ii) take such action and make such arrangements as it otherwise thinks appropriate to rectify or remedy the failure, including engaging any other person to provide and complete those Services which would otherwise have been performed by the Contract Workers constituting the shortfall in the requisite number, by such means and in such manner as the Company may consider appropriate in the circumstances; and

9.1.2 the Contractor shall pay the Company on demand the total of:

- (i) the amount by which the total of the costs and expenses incurred by the Company as a consequence exceeds the total fees which would otherwise have been payable by the Company to the Contractor for those Contract Workers constituting the shortfall in the requisite number; and
- (ii) liquidated damages for the delay by the Contractor in providing such personnel as will ensure that the number of Contract Workers meet the requisite number in the manner contemplated under this Agreement, calculated as follows:

$$LD = \$[\bullet] \times A \times B$$

where:

LD is the liquidated damages payable by the Contractor to the Company;

\$[\bullet] is the rate per Contract Worker as set out in the table in Schedule 1;

A is the number of Contract Workers which is below the requisite number stated in Schedule 1; and

B is the number of hours (or any part thereof) elapsed from the time the number of Contract Workers falls below the requisite number stated in Schedule 1 until such time that the Contractor restores the requisite number of Contract Workers.

9.2 If any of the Services required to be performed under this Agreement is not performed in accordance with the Standards or as may otherwise be required under this Agreement ("**Non-Conforming Services**"), the Company shall not be required to pay the Contractor the fees for those Contract Workers performing the Non-Conforming Services, and:

9.2.1 the Company may, at its sole discretion and in addition to any other right of the Company under this Agreement or at law:

- (i) by written notice to the Contractor, require the Contract Workers to re-execute, rectify or remedy the Non-Conforming Services, to the satisfaction of the Company at the Contractor's own cost and expense; and/or
- (ii) take such action and make such arrangements as it otherwise thinks appropriate to rectify or remedy the failure, including engaging any other person to provide and complete those Services which would otherwise have been performed by the Contract Workers, by such means and in such manner as the Company may consider appropriate in the circumstances; and

9.2.2 the Contractor shall pay the Company on demand the total of:

- (i) the amount by which the total of the costs and expenses incurred by the Company as a consequence exceeds the total fees which would otherwise have been payable by the Company to the Contractor for those Contract Workers performing the Services which are Non-Conforming Services; and
- (ii) liquidated damages for each Service Failure or delay for the performance of Services which are Non-Conforming Services based on the requirements specified against such Services in the table set out in Schedule 3, in the amounts and on such terms as are specified in Schedule 3.

9.3 In addition to the foregoing, the Company shall be entitled in its sole discretion to require the Contractor to refund to the Company any fees that may have been paid in advance by the Company to the Contractor pursuant to Clause 8 for any Services contemplated to be provided by the Contractor for the remaining period of the Term.

9.4 Any amount payable by the Contractor to the Company pursuant to Clauses 9.1, 9.2 and 9.23 shall be recoverable as a debt due from the Contractor to the Company, and without limiting the generality of Clause 8.6, may at the Company's election, be deducted from and set-off against any amount due from the Company to the Contractor.

9.5 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 the Services, or any part thereof, or payments to the Contractor for the provision of the Contract Workers.

#### 9A. Intellectual Property Rights

9A.1 The Company shall at all times own all Intellectual Property Rights which belonged to it prior to the date of this Agreement ("**Pre-Existing IP**") and all Intellectual Property Rights which it develops during the course of this Agreement, including without limitation any enhancements, modifications or adaptations made to such Pre-Existing IP.

9A.2 All Intellectual Property Rights in respect of materials produced or developed, whether jointly with the Company or otherwise solely by the Contractor and/or any of the Contract Workers, in the performance or in relation to the Services shall vest in and be the sole and exclusive property of the Company, who shall have the absolute right to assign the

Intellectual Property Rights to any third party. The Contractor shall use, and shall procure for the Contract Workers to use, such materials solely in connection with work relating to the Services to be performed by the Contractor and/or the Contract Workers under this Agreement and shall not disclose, modify, divulge, release or sell to any other persons or otherwise deal with the same without the Company's or its assignee's prior consent in writing.

**9A.3** The Contractor represents, warrants and undertakes to the Company that any and all materials or documents supplied by the Contractor in relation to the Services do not infringe any Intellectual Property Rights of whatever nature of any third party. Notwithstanding the aforementioned, the Contractor shall fully and effectively indemnify the Company against all Intellectual Property Rights infringement claims including any costs, charges and expenses in respect thereof.

**9A.4** For avoidance of doubt, no Party shall have the right to use the name or logo of the other Party without that Party's prior written consent subject always to any conditions that may be attached to such consent.

## **10. Force Majeure**

**10.1** Neither Party shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing or observing, or any failure to perform or observe, any of its obligation under this Agreement, if the delay or failure was due to a Force Majeure Event Provided That such Party ("**Affected Party**") shall:

**10.1.1** immediately serve on the other Party written notice thereof specifying the particulars of the Force Majeure Event, the extent to which the Affected Party is unable to discharge or perform its obligations, the reasons for the inability of the Affected Party to perform or discharge its obligations and the estimated period during which the Affected Party is unable to perform and discharge its obligations; and

**10.1.2** promptly take and continue to take all action within its powers to minimise the duration and effect of the Force Majeure Event on the Affected Party.

## **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** The aggregate liability of the Company arising out of or in connection with this Agreement shall not in any event exceed 10% of the total fees paid by the Company to the Contractor for the Services 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 9.1), 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/or injury to any person and/or loss of or damage to any property which may arise out of or in consequence of the provision of the Services and/or the presence of the Contractor or the Contract Workers (or any of them) on the Premises;

11.3.3 any statement, act, omission, fraud, misconduct, negligence or default whatsoever of the Contractor or the Contractor Workers (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, such insurances as the Company may reasonably require and/or as may otherwise be necessary in accordance with industry and/or best practice standards / the insurances set out in Schedule 5 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 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 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 or Clause 10.2.

13.2 Upon the expiry of the Term, the Company shall have the option to extend the Term for a further period of 2 years, on the same terms and conditions as this Agreement, save for pricing and services specifications which shall be mutually agreed between the Parties. 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 The Company shall have the right to terminate this Agreement at any time during the Term by giving to the Contractor one (1) month 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 9.1.2(i) 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 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 rights 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 Contract Workers unless and until the Contractor has placed such Contract Worker(s) 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 Contract Worker(s) and the due compliance by such Contract Worker(s) 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 survive 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 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) immediately or (if given or made by letter to an address within Singapore) [•] days after posting.

To the Company:

**SATS Airport Services Pte Ltd**

Facsimile No.: [•]

Email:

Attention: [•]

To the Contractor:

[•]

Facsimile No.: [•]

Email:

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** The Company may in its sole discretion, upon seven (7) days' prior written notice thereof, amend:

- (i) any part or whole of the Services (including by re-deployment of the Contract Workers to other areas in the Premises or to other companies in the SATS Group in respect of similar services); and/or
- (ii) the number of any type of Contract Workers required,

and the amount of monthly fees payable shall be amended by the Company accordingly.

**19.2** Save as provided in Clause 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**

The failure of either Party to insist upon a strict performance of any term or provision 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. Anti-Bribery and Anti-Corruption**

**23.1** The Contractor undertakes, represents and warrants that:

**23.1.1** the Contractor, the Contractor's Personnel and any other person responsible for providing and performing the Services is in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement; and

**23.1.2** without prejudice to the generality of Clause 23.1.1, each of the Contractor, Contractor's Personnel and any other person responsible for providing and performing the Services has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (i) improperly influence any act, decision or failure to act by that official or person; (ii) improperly induce that official or person to use his influence with a government or business entity to affect any act or decision by such government or entity; or (iii) secure any improper advantage.

**23.2** The Contractor agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the Company and the Company shall have the right to immediately terminate this Agreement by giving written notice to the Contractor.

**23.3** The Company shall have the right to terminate this Agreement if the Contractor breaches this Clause 23.

## **24. Non-Exclusivity & Non-Solicitation**

**24.1** The Contractor acknowledges and agrees that it may not be the exclusive provider of personnel to the Company to perform the Services, and the Company may engage any other person to provide personnel to perform the Services, or 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.

**24.2** For the duration of this Agreement and for an additional term of 2 years 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.

**24.3** The Contractor also agrees that for the duration of this Agreement, it shall not solicit, recruit or hire any individual who is, or was during the then most recent 6 month period, an employee or worker of another service provider which is involved in the provision of services to the Company.

**25. Change of Control**

**25.1** 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.

**26. Personal Data**

**26.1** 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/or other applicable data protection laws (together with the PDPA, "**Applicable Data Protection Laws**") which are collected, processed, disclosed and/or used by any Party for any purpose arising out of or in connection with this Agreement, 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 by or on behalf of the Company or otherwise received or obtained by the Contractor pursuant to or by virtue of this Agreement.

**26.2** The Contractor represents, warrants, undertakes and agrees as follows:

**26.2.1** The Contractor shall, in its collection, processing, disclosure or other use of Personal Data for the Company, adhere to the requirements of the PDPA, other Applicable Data Protection Laws and this Clause; and

**26.2.2** The Contractor shall be liable for its use and processing of the Personal Data and undertakes to fully indemnify the Company in respect of any penalties (including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority), liabilities, claims, demands, costs, legal fees (solicitor-client basis), losses and damages as a result of any breach of the Contractor's obligations under this Clause or the Contractor's fault or negligence in performing these obligations, or any act or omission of the Contractor or any of its officers, employees, advisors, agents and representatives which results in the Company breaching the PDPA and/or other Applicable Data Protection Laws.

**26.2.3** Without prejudice to the generality of the foregoing, the Contractor shall:

(i) disclose and use the Personal Data only for the purpose of performing its obligations under this Agreement or otherwise in any documented instructions which the Contractor may receive from the Company from time to time;

(ii) allow access to the Personal Data to the Contractor's personnel strictly on a 'need to know' basis and ensure that its personnel who are authorized to collect, process, disclose and/or use Personal Data are under appropriate and legally enforceable confidentiality obligations;



- (iii) comply with all of the Company's security policies, standards, requirements and specifications, as notified to the Contractor by the Company in writing from time to time, with respect to safeguarding or dealing with Personal Data;
- (iv) institute and maintain appropriate technical and organizational safeguards and measures against the unauthorised access, use, or disclosure of Personal Data that are no less rigorous than the most rigorous practices of the Company and the Contractor, for similar types of information;
- (v) without undue delay, notify the Company about any breach of security leading to the accidental or unlawful destruction, less, alteration, unauthorised disclosure of, or access to, Personal Data or any accidental or unauthorised access or any other event materially affecting the integrity, availability or confidentiality of the Personal Data;
- (vi) provide the individuals to whom the Personal Data relates ("**Subject Individual**") with access to their Personal Data and the ability to correct such Personal Data upon request along with their other rights under Applicable Data Protection Laws and promptly notify the Company upon receipt of any request from Subject Individuals seeking to exercise such rights;
- (vii) ensure that Personal Data is stored or recorded accurately;
- (viii) not retain the Personal Data longer than is necessary for the performance of its obligations under this Agreement;
- (ix) not transfer any Personal Data outside Singapore without the prior written consent of the Company, and if consent is given, to transfer Personal Data outside Singapore only in accordance with the requirements in the PDPA.

## **27. Relationship between the Parties**

**27.1** 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.

## **28. Reasonableness**

**28.1** 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.

**29. Contracts (Rights Of Third Parties) Act**

**29.1** 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 8.6 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.

**30. Governing Law and Jurisdiction**

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

**30.2** Subject to the dispute resolution provisions in Clause 17, the Parties submit to the non-exclusive jurisdiction of the courts of Singapore.

**Schedule 1  
Contract Workers**

<b>S/No.</b>  <b>(1)</b>	<b>Types of Contract Worker</b>  <b>(2)</b>	<b>Number of Contract Workers Required</b>  <b>(3)</b>	<b>Specific Qualifications (if any)</b>  <b>(4)</b>	<b>Rate per Contract Worker/Total Monthly Fee (\$)</b>  <b>(5)</b>	<b>Overtime Rate per Contract Worker (\$ per hour)</b>  <b>(6)</b>
1.	[Apron Assistant]	[•]	[•]	[•]/[•]	[•]
2.	[Equipment Operator]	[•]	[Class 3 driving licence]	[•]/[•]	[•]
3.	[Ramp Serviceman]	[•]	[•]	[•]/[•]	[•]
4.	[•]	[•]	[•]	[•]/[•]	[•]

[\* - The Shift Hours are for Monday to Sunday, including Public Holidays.]

The Contractor shall determine the amounts payable by the Company in accordance with this Schedule on the last day of each month that such amount becomes due and payable, and prepare and render an invoice for such amounts on the Company in the following month.

All the contract staff are required to clock-in/out using SATS' attendance system - Service Crew Management System (SCMS), since the first day reported to work. All the payable amount is strictly computed based on the duration/ working hours recorded in the SCMS.

## **Schedule 2 Services Obligations**

### **1. Contract Workers' Criteria**

- 1.1** Singaporeans aged 18 and above subject to the following exceptions: All students, all persons waiting for enlistment, entry to National Service, and any other person as the Company may, in their sole discretion, from time to time deem as unacceptable, shall not qualify as a Cargo handler. If in the rare event that the Company accepts any persons who fall within the exceptions, it shall be at the sole discretion of the Company and this should not be taken as setting a precedent for all future cases.
- 1.2** For warehouse assistants, males are preferred due to the higher intensity of work done in a fast paced environment.
- 1.3** Foreign worker must hold a valid work permit with appropriate job description (proof of application under the appropriate industry and work area, together with other necessary documents etc., are to be furnished).
- 1.4** Physically and medically fit and less than 60 years of age.
- 1.5** For ADP Drivers - Possess minimum a valid Class 3 ROV driving license or equivalent for necessary conversion to Class 4T Airfield Driving Permit (ADP) at a minimum.
- 1.6** For ADP Drivers, they should possess a valid Airfield Driving Permit (ADP) in order to be allowed to operate ground equipment (Tractor, Mobile Van and Car).
- 1.7** For Forklift Drivers - Possess a valid WSQ certified 3 tonne forklift license. For Forklift drivers operating at the airside, Forklift driving permit is required
- 1.8** All persons comprising the Contract Workers shall undergo a standard medical examination at the Contractor's costs prior to the Commencement Date, and must be certified as being fit and able to perform the Services by a general medical practitioner licensed in Singapore. Without limiting the generality of the foregoing, the Contract Workers must be certified to be free of any disease or illness, whether contagious or non-contagious.
- 1.9** All Contract Workers shall be required to carry airport security passes to enter onto the Premises during the Term. The airport security passes shall be obtained at the Contractor's cost.
- 1.10** All Contract Workers must be able to understand instructions in English, and read numbers and simple English words.
- 1.11** The particulars of each person comprising the Contract Workers for the time being, including the name; address; nationality; age; passport number; work permit number; contact number; the medical certification referred to in Paragraph 1.1 of this Schedule 2; experience, and such other information and with such detail as the Company may from

time to time require, shall be provided by the Contractor to the Company no later than 30 days prior to the Commencement Date and from time to time during the Term.

**1.12** All Contract Workers shall undergo a security screening conducted by **SATS Security Services Pte Ltd** no later than the Commencement Date and from time to time during the Term. The Contractor shall procure that the Contract Workers shall cooperate with the personnel of **SATS Security Services Pte Ltd**, and shall assist **SATS Security Services Pte Ltd** in whichever manner necessary to complete the security screening.

**1.13** The Contract Workers shall seek medical treatment from the Contractor's appointed doctors in accordance with the terms and conditions of the employment agreements between the Contract Workers and the Contractor in the event that the Contract Workers require medical treatment during the Term. The Company shall have no responsibility whatsoever in respect of such medical treatment.

## **2. Uniforms for Contract Workers**

**2.1** The Contract Workers must be properly attired with uniforms, name tags or identification badges and safety gear, including safety shoes, ear plugs, gloves and safety vests provided by the Contractor. The uniforms must be approved by the Company's Supervisor before use.

**2.2** All Contract Workers must be properly attired in such uniforms while on the Premises.

## **3. Removal of Properties**

**3.1** The Contractor shall not, and shall ensure that the Contract Workers shall not, remove any property, including discarded and unused items, from the Premises without written authorisation from the Company.

**3.2** 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 against all liability resulting from such removal.

## **4. Minimum Requirement for Medical Examination**

**4.1** All contract workers shall undergo a medical examination to be certified fit before being deployed and managed by the Contractor's Supervisors at the Changi Airport tarmac areas. The pre-employment medical test must cover minimally:

- a. Physical (height, weight, BMI, Hip-Waist Ratio)
- b. Cardio (BP)
- c. Chest X ray
- d. Urine (Protein, Sugar)
- e. Hearing
- f. Vision (Vision Acuity & Colour Vision)
- g. Blood test (Fasting Blood Glucose, Fasting Lipid Profile)

**4.2** In addition to pointer 1, all ADP holders must be certified fit by a medical examiner with regards to their medical history as per LTA guidelines for Vocational Licence:

Do you have any history of or are you suffering from:		Yes	No	Medical Examiner's Remarks
1	Nervous breakdown or mental trouble			
2	Severe headaches or migraines			
3	Fits or convulsions of any kind			
4	Fainting attacks or giddiness			
5	Head injuries or concussions			
6	Eye trouble of any kind			
7	Colour blindness			
8	Difficulty in seeing in the dark			
9	Deafness			
10	Asthma			
11	Heart diseases, weak or strained heart			
12	Palpitations or breathlessness			
13	Physical or mental disability			
14	Illness or injuries not mentioned above (please specify)			
I have undergone a surgical operation.				

**4.3** All ADP holders must undergo the medical review every 2 years before the renewal cycle of ADP licence. They will have to produce a proof of medical review to the Company before applying for renewal.

### **Schedule 3 Services**

#### **Job Descriptions, Expectations, Duties and Responsibilities for Service Crew**

##### **1.1 - Cargo Handler / ETV & TV Operator**

- a. Adhere to all operational procedures and requirements.
- b. Able to differentiate various cargo and labels / types and carry out the appropriate handling requirements.
- c. Able to understand and differentiate the various 2-letter / 3-letter codes to carry out the appropriate handling requirements.
- d. Report to the Cargo Duty Managers (DM) at the rostered time specified by SATS Cargo.
- e. Execute careful handling and proper stacking cum restraining (in the case of loading) of all loads.
- f. Close pallets, containers, Baggage Trolleys (BT) and Mail Trolleys (MT). For pallets, nettings have to be tied down properly with the necessary straps in place to secure cargo.
- g. Segregate / sort incoming / outgoing loads according to contents / destinations / Air waybills.
- h. Assist to breakdown skidded cargo to be fed into the X-ray for piece level screening. Subsequently after screening the pieces are to be built up again according to the SATS personnel instructions.
- i. Ensure Pallet Dollies (PDs) and Container Trolleys (CTs) are securely fastened and restraint locks / pins of PDs and CTs are raised / secured accordingly.
- j. After loading or unloading cargo / mail in Baggage Trolleys (BTs) or Mail Trolleys (MTs), ensure doors / nettings are properly closed / secured.
- k. Housekeeping of warehouse and Airline equipment (Straps, skids, spreaders, plastic sheets etc.).
- l. For ETV/TV operations, staff must check the ULDs carefully prior to release of the cargo. Staff operating these equipment must be trained and certified by SATS Cargo Training Department.
- m. Report to Cargo DMs or SATS Cargo Coordinators for any discrepancies or irregularities during loading or unloading duties.
- n. Execute any other jobs that are assigned by SAS authorized personnel.

##### **1.2 - Warehouse Assistant**

- a. Adhere to all operational procedures and requirements in the warehouse.
- b. Able to differentiate various cargo and labels / types and carry out the appropriate handling requirements.

- c. Able to understand and differentiate the various 2-letter / 3-letter codes to carry out the appropriate handling requirements. Basic DG handling knowledge is also required.
- d. Report to the Cargo DMs / Supervisors at the rostered time specified by SAS.
- e. Execute careful handling and proper stacking and restraining (in the case of loading) of all loads.
- f. Close pallets, containers, BTs and MTs. For pallets, nettings have to be tied down properly with the necessary straps in place to secure cargo.
- g. Segregate / sort incoming / outgoing loads according to contents / destinations / Air waybills.
- h. Loading / unloading of cargo into/from ULDs from/into the material sorting system and vice versa.
- i. Assist to breakdown skidded cargo to be fed into the X-ray for piece level screening. Subsequently after screening the pieces are to be built up again according to the supervisor's instructions.
- j. Scanning of each shipment at piece level and manual loading and stacking of cargo in trucks.
- k. Ensure Pallet Dollies (PDs) and Container Trolleys (CTs) are securely fastened and restraint locks / pins of PDs and CTs are raised / secured accordingly.
- l. Housekeeping of warehouse and Airline equipment (Straps, skids, spreaders, plastic sheets etc.).
- m. Report to Cargo DMs or Supervisors from the integrators for any discrepancies or irregularities during loading or unloading duties.
- n. Execute any other jobs that are assigned by SAS authorized personnel or authorized personnel from the Integrators.

### **1.3 - ADP Driver**

- a. Adhere to all safety procedures and requirements at the airside and airfreight terminals (warehouse and landside/airside roadways).
- b. Adhere to all operation procedures and requirements.
- c. Able to differentiate various cargo labels / types and carry out the appropriate handling requirements.
- d. Able to understand and differentiate the various 2-letter / 3-letter codes to carry out the appropriate handling requirements.
- e. Report to the Cargo DM at the rostered time specified by SAS.
- f. Operate ground equipment (tractor) to facilitate towing of (Pallet Dollies (PDs) / Container Trolleys (CTs) / Baggage Trolleys (BTs) / Mail Trolleys (MTs), etc) from warehouse to aircraft bay and vice versa.
- g. Operate mobile vans to facilitate despatch/collection of documents to and from the aircraft.



- h. Preparation of the necessary Non-Motorised equipment (Pallet Dollies (PDs) / Container Trolleys (CTs) / Baggage Trolleys (BTs) / Mail Trolleys (MTs), etc.).
- i. Check condition and label of cargo, Unit Loading Devices' (ULDs) number and condition, condition of Pallet Dollies (PDs) / Container Trolleys (CTs) / Baggage Trolleys (BTs) / Mail Trolleys (MTs) prior to towing.
- j. Secure all locks / pins / restraints on Unit Loading Devices (ULDs) and Pallet Dolleys (PDs) / Container Trolleys (CTs) / Baggage Trolleys (BTs) / Mail Trolleys (MTs) prior to towing
- k. Report to respective Cargo personnel for any discrepancies or irregularities encountered.
- l. Execute any other jobs that are assigned by SATS Cargo authorized personnel.

#### **1.4 – Forklift Operators**

- a. Adhere to all safety procedures and requirements at the airside and airfreight terminals (warehouse and landside / airside roadways).
- b. Adhere to all cargo operational procedures and requirements.
- c. Able to differentiate various cargo labels / types and carry out the appropriate handling requirements.
- d. Able to understand and differentiate the various 2-letter / 3-letter codes to carry out the appropriate handling requirements.
- e. Transferring of cargo from one point to another as required and directed with forklift.
- f. Assisting with loading and unloading of cargo from/to ULDs / BTs/ PDs / MTs as required with forklift.
- g. Assisting with housekeeping of airline and warehouse equipment as required.
- h. To fork skidded / large cargo from the truck docks / weighing scales to be fed into the X-ray machines to be screened. Upon completion of screening to fork these cargo from the X-ray machines to the build-up areas or storage areas as directed.
- i. Report to the Cargo DM at the rostered time specified by SATS Cargo.
- j. Report to respective Cargo personnel for any discrepancies or irregularities encountered.
- k. Execute any other jobs that are assigned by SAS authorized personnel.

#### **2. Other Requirements and Expectations from Contractor**

- a. Other Deviations from Contract Agreement
  - i. Hand gloves shall be included as a compulsory Personal Protective Equipment (PPE) which are to be purchased from SATS Cargo so as to standardise the PPE used by everyone.
  - ii. Regular safety audit findings / reports shall be submitted at a frequency deemed necessary by the Company, subject to revision from time to time.

- b. Reimbursement to Company
  - i. Company may from time to time request Contractor to reimburse on any expenses or losses etc. that has been incurred as a result of the Contractor entering into this Agreement.
  - ii. In the event that any reimbursement is requested from the Company, a reimbursement cost equivalent to 115% of the actual cost (15% being the administrative cost involved) would be applied.
  - iii. Company reserves the right to amend partially or wholly, the reimbursement list of items as and when required, by giving one (1) week's written notice.
  - iv. This reimbursement formula shall be applied also for any other event / item deemed necessary by Company, which may arise from time to time, so as to upkeep Company's service level to its client and / or operational requirement.
- c. Cessation of Service Provision to Company
  - i. In the event of cessation of service provision to this contract due to whatsoever reason, Contractor is not allowed to deliberately hold back its staff without valid reason, so as to cause hindrance to third party's recruitment of the relevant staff. Failure to honour this requirement may result in Service Provider being blacklisted and barred from entering into any other SATS contract agreement, not limiting to only the Company's contract agreement.
  - ii. In the event of any dispute, Company's decision shall be final and made at its sole discretion.
  - iii. Company reserves the right to amend partially or wholly any of the clauses or add in additional clauses to any part of the Agreement and / or the Work Schedule / Specifications, by giving one (1) week's written notice.

**3. Liquidated Damages for Service Failure**

In addition to the standard liquidated damages (LDs) mentioned in the Agreement, the followings are additional mutually exclusive clauses, which would be subjected to review every 6 months; whereby SATS Cargo reserves the right to amend partially or wholly any of the clauses or add in additional clauses giving one (1) week's written notice:

S/N	DESCRIPTION	AMOUNT OF DAMAGES
1	Late reporting to warehouse affecting service delivery	\$100.00 per incident
2	Failure to report at warehouse work areas / staff walk-out	\$100.00 per incident
3	Mishandling of cargo/mail bags etc.	\$150.00 per incident
4	Error in sorting of cargo / mail etc.	\$150.00 per incident
5	Throwing of cargo / mail bags etc.	\$150.00 per incident
6	Insubordination to SATS Cargo authorized personnel	\$200.00 per incident
7	Any complaint received from airline and / or SATS Cargo authorized personnel	\$250.00 per incident

8	Failure to wear proper PPE as required in the warehouse and airside.	\$200.00 per incident
9	Failure to smoke in designated areas.	\$200.00 per incident
10	Deploying of unqualified staff.	\$100.00 per staff per incident
11	Contract Staff missing from workplace / sleeping at workplace other than the allocated break hours	\$100.00 per staff per incident
12	Service Crew behaviour resulting in safety/security being compromised at the work areas.	\$300.00 per incident
13	Exceeding the designated speed limits in the warehouse / airside/ landside.	\$300.00 per incident
14	Reckless driving that is deemed to be unsafe by SATS Cargo	\$300.00 per incident
15	Involvement in any vehicular, property or industrial incidents	To bear all costs that are related
16	Failure to adhere to airside/airfreight terminal rules and regulations.	\$300.00 per incident
17	Unauthorized use of SATS vehicles. (Forklifts, tractors, cars, vans etc.)	\$300.00 per incident
18	Failure to report damage, mishandlings, accidents or any other incident to the Cargo Duty Manager in a timely manner.	\$200.00 per incident

**4. Service Standards Audits**

- a. Regular service standards audits will be carried out to determine the competency levels of the staff provided. Audits can be done in the form of flight build-up/breakdown observations with checklists or written/oral assessments of individuals on the basic handling knowledge and requirements.
- b. Contractor is expected to achieve 90% passing rates for each audit.
- c. Failure to achieve this standard will result in a liquidated damage of \$500 per failure.

**5. Use of Service Crew Management System (SCMS)**

- a. All attendance will be tracked via the use of SCMS. Staff is to clock in/out via terminals situated in the Company.
- b. Staff will be required to register their fingerprints after attending the mandatory training as required by Company and completion of On-the-Job (OJT) training. Only then, will they be able to clock in/out via the SCMS.
- c. Staff are granted a 15 minutes grace for late reporting or early out at the start and end of shift.
- d. LD will be imposed based on formula stated under Clause 9 in the Agreement.
- e. Payments will be based on the records captured in SCMS at the end of the month.

#### **Schedule 4 Training Programmes**

- a. All service crew are required to attend a short training programme conducted by the Company, which comprises of both classroom training and On-Job-Training (OJT) sessions, prior to commencement of work in SATS Cargo.
- b. The Company reserves the right to amend the training programme partially or wholly from time to time giving one (1) week's written notice.
- c. All necessary training (including additional or further refresher training) has to be conducted by SAS' trainers or certified trainers (under the approval of the Company) supplied by Service Provider.
- d. Training fees would be charged accordingly when it is conducted by SATS Cargo Training (Eg ADP training, Forklift training)
- e. During the training period, all service crew will not be paid.
- f. All service crew attending the training are expected to be fully outfitted. Failure to do so would result in them being sent back whilst training fees still applicable.
- g. Only service crew who have completed the training successfully would be considered as 'qualified' and allowed to work in the Company.
- h. Any 'unqualified' service crew found working in Cargo would be considered, as over-declared staff and he would be subjected to a penalty.

## **Schedule 5 Insurance**

5. The Contractor shall effect and maintain at its sole cost, at all times during the Term, the following insurances:
  - 5.1 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:
    - 5.1.1 for any one accident, not less than **\$1,500,000** per claim; and
    - 5.1.2 for any one period of indemnity, unlimited;
  - 5.2 Workmen's Compensation Insurance against liability arising under the Workmen's Compensation Act (Cap. 354) and at common law arising out of the master-servant relationship, which shall contain the following endorsements:
    - 5.2.1 **Endorsement A** – If any workmen employed by the insured or by the insured's contractors as referred to in Endorsement B herein or any dependant of such workman, brings or makes a claim under any Workmen's 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;
    - 5.2.2 **Endorsement B** – It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the insured to workmen 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 Workmen's Compensation legislation or common law in force in Singapore;
  - 5.3 aviation liability policy against risks arising from the operation of vehicles within the Premises and such other risks as are customarily insured in a standard aviation liability policy; and
  - 5.4 any other insurances required under law or customarily effected by persons which provide services similar to or analogous with the Services.
6. Save for the insurance coverage referred to in paragraph 1.2, the Company and its Affiliates shall be named as additional insured in respect of the insurance coverage referred to in Clause 12.1.

**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

**SATS Airport Services Pte Ltd**

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: