

## **DBS GROUP PROCUREMENT - STANDARD TERMS AND CONDITIONS**

**1. SINGLE PURCHASE ORDER** The terms and conditions set forth below together with any other requirements as may be specified by DBS Asia Capital Limited (“**DBS**”) constitute the complete agreement for the supply and purchase of the goods and/or services set out herein ( “**Products**” ) between the addressee specified on the purchase order ( “**Vendor**” ) and DBS. Vendor’ s written acknowledgement or acceptance of this purchase order (“**PO**”), or acceptance of DBS’ deposit (if required), or any other conduct of the Vendor or its representative consistent with the acceptance of the PO, whichever occurs first, constitutes Vendor’ s unconditional acceptance of the PO and the non-negotiable terms and conditions stated herein. Each PO must be unconditionally acknowledged or accepted by Vendor in the manner set out above no later than three (3) days from the date of PO, failing which, DBS shall not be obliged to purchase the Products in the PO. Any term(s) proposed in any of Vendor’ s documentation (including but not limited to any written acceptance or acknowledgment of this PO, packing list, delivery order or invoice), which purports to add to, vary from, or conflict with the terms of the PO shall be void and non-binding on both parties and shall not operate as a rejection of the PO or otherwise affect the validity of the binding obligations hereunder. If the PO is deemed to be an acceptance of a prior offer by Vendor, such acceptance shall be limited to the terms and conditions expressly contained in the PO and the PO shall supersede all prior offers, discussions and/or agreements relating to the subject matter of the PO. DBS shall be entitled to cancel, vary or withdraw the PO prior to the unconditional acceptance of the PO by Vendor. Notwithstanding anything contained hereinabove. Vendor acknowledges and agrees the Products may also be supplied to DBS’ related corporations (i.e. DBS’ subsidiary, DBS’ holding company, or a subsidiary of DBS’ holding company).

**2. PRICE, INVOICE AND PAYMENT** The Products to be supplied under the PO must not be invoiced at a higher price than what is shown on the face of the PO without the prior written consent of DBS. All goods and service tax, and value added tax chargeable by law on any payment due under this Agreement shall be borne by DBS. All other taxes (including withholding tax), duties, assessments, levies and charges shall be borne by Vendor. In the event that any withholding taxes are imposed by any government on any payments due under this Agreement, Vendor shall bear all such withholding taxes and DBS shall deduct such taxes from payments due to Vendor and forward the balance to Vendor without any obligation to gross up such payment or pay Vendor any amount so withheld. Unless otherwise instructed by DBS in writing, Vendor will invoice DBS upon the delivery and the written acceptance of the Products by DBS. The invoice must itemize transportation charges, insurance and taxes separately, if applicable. If the price is omitted from the PO, the price shall be the lowest prevailing market price to be solely determined by DBS. No amounts will be payable for packing (including repacking), labelling, commissions, customs duties, storage, crating, or express handling unless specifically agreed in the PO. All amounts payable by DBS under the PO shall be subject to deduction, counterclaim or set off by DBS, whether arising out of the PO or any other transaction with Vendor or any of its related corporations. All invoices shall be addressed to DBS and submitted via Coupa supplier portal: (<https://supplier.coupahost.com/> ) or sent to such address specified in the Instruction to Vendor section above. DBS shall process payment within sixty (60) days of the receipt of the invoice subject to the following: (a) All payments will be made in accordance with the laws of Hong Kong. (b) All invoices must (i) reflect the purchase order number, ((ii) be issued in duplicate (iii) be accompanied by supporting documents duly-signed and stamped by the relevant authorized officers of DBS (iv) submitted in the agreed currency. Invoices that do not satisfy the requirements stated earlier will be rejected and returned to Vendor and DBS shall have no liability or responsibility for making any such payment until a proper and corrected invoice is received by DBS, in such instances, the thirty (30) days’ payment period shall run from the date of the receipt of such proper and corrected invoice.

**3. CONFIDENTIAL INFORMATION** Any information or data furnished by DBS or its related corporations to Vendor under the PO in the form of all financial, marketing, sales, technical, operational, commercial, and human resource information, and all trade secrets, business plans, projects, financial and/or contractual arrangements, forecasts, accounting and tax records, strategies, models, product information, processes, formulas, specifications, requirements, designs, drawings, reprints, equipment, prototypes, forecasts, schedules, plans, processes, know-how, product or service information, pricing, DBS’ and its

related corporations' customer, client or vendor information, all financial and account information and data of and /or belonging to such clients, customers and vendors, technical, operational, business or proprietary information, or other information which DBS designates as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential, shall be deemed DBS Confidential Information ( "**DBS Confidential Information**" ), and shall remain DBS' and/or its related corporations' property, be kept confidential. DBS Confidential Information shall, DBS' request, be promptly destroyed or returned to DBS or such related corporations with the exception of a copy that may be retained by the Vendor in keeping with statutory record retention requirements and so long as the information continues to be treated as confidential. Unless required by law, Vendor shall not disclose, without DBS' written permission, any DBS Confidential Information to any person except its employees on a strict "need to know" basis provided that it shall procure that such employees are made aware of and are bound by the confidentiality obligations hereunder, nor shall Vendor use the DBS Confidential Information for any purpose other than for performing this PO. Insofar as Vendor may come into contact with any of DBS or its related corporation' s customer or client information during the performance of this PO, Vendor undertakes to comply strictly with the statutory and common law requirements on data privacy and confidentiality in Hong Kong, including the Personal Data (Privacy) Ordinance (Cap. 486), regulations and requirements issued by the Hong Kong Office of the Privacy Commissioner for Personal Data, and to take all steps to maintain the strict confidentiality of such information indefinitely. The obligations under this clause shall survive cancellation, termination, or completion of the PO.

**4. WARRANTIES** Vendor expressly warrants that: (a) it is authorized to enter into the PO and perform the obligations hereunder; (b) all Products provided under the PO shall be merchantable, free from defects in material and workmanship, of the highest quality and satisfies all quality assurance standards and procedures which meet best practice standards for the Vendor' s industry and shall conform to all applicable specifications and standards of DBS; (c) the Products shall be fit for such particular purposes that DBS intends to use them for; (d) all Products supplied under the PO are wholly new, unused and contain new components and parts throughout and that Vendor has good and warrantable title to the Products free and clear of all liens and other encumbrances; and (e) any services supplied under the PO shall be performed by adequate, skilled, competent and qualified persons in a proper and professional manner. Vendor shall indemnify and hold DBS and its related corporations harmless for all claims (including product liability claims and third party claims), damages, liabilities, losses, costs (including legal costs on an indemnity basis), damages and expenses of whatever nature, and any claim, action or proceeding in connection herewith arising out of or in connection with the PO caused by and liabilities arising out of or in connection with any breach of the warranties in this clause 4. In addition to the warranties above, Vendor shall extend all warranties it receives from its suppliers to DBS and DBS' related corporations, directors, officers, affiliates, agents, customers, employees and other vendors, and Vendor shall not do or omit to do anything which may void any such warranties. Breach of the warranties in this provision, or any other term of the PO, shall entitle DBS and its related corporations to all available rights and remedies under the PO and at law.

**5. TERMINATION** DBS may terminate all or any part of the PO at any time for convenience upon written notice to Vendor. Late deliveries, deliveries of Products which are defective or which do not conform with the PO, failure to perform as agreed, and failure to provide reasonable assurances of future performance upon request, shall all be reasons allowing DBS to terminate the PO for cause forthwith by notice in writing to Vendor. In such event of termination for cause, Vendor shall be liable for any and all damages, losses, expenses and costs due to Vendor's breach or default. Neither party will be liable to the other party for any delay or failure to perform if that delay or failure results from an unforeseeable event or cause beyond such party's reasonable control which affects the general public in the city or country of performance and frustrates the performance of such party's obligations under the PO without fault or negligence of such party, including but not limited to acts of God, interference by civil or military authority, riots, civil disturbance, terrorist activity, wars, strikes, fires, floods, epidemic, national or widespread health quarantine, or other catastrophes, except that DBS may terminate all or any portion of the PO without liability to Vendor if such delay or failure to perform by Vendor or on behalf of Vendor extends beyond thirty (30) days of DBS' requested delivery date. **DBS' TOTAL LIABILITY FOR DAMAGES UNDER THE PO SHALL NOT EXCEED THE PRICE PAYABLE FOR THE PRODUCTS GIVING RISE TO THE CLAIM.**

**6. INTELLECTUAL PROPERTY INDEMNITY** By accepting the PO, Vendor agrees to indemnify and hold harmless DBS and its related corporations against all actions, claims, damages, losses, liabilities, costs (including legal costs on an indemnity basis) and expenses, suffered or incurred by DBS, its related corporations, affiliates, agents, customers, or other vendors as a result of or in connection with an infringement claim of copyright, trade mark, patent, design, layout-design, proprietary information or other intellectual property rights or other rights in respect of Products furnished under the PO ("**IP Claim**"). Vendor agrees that it will, upon request of DBS and at Vendor's own expense, defend or assist in the defense of any Claim which may be brought against DBS or its related corporations, affiliates, agents, customers, or other vendors, arising from or in relations to Products supplied under this PO. DBS agrees to notify Vendor promptly upon receipt of notice of such Claim.

**7. DBS DESIGNS** If any Products, tools or materials supplied under the PO are rightfully rejected, returned to Vendor or not purchased by DBS or its related corporations, and such Products, tools or materials utilize DBS' or its related corporation's name, trademarks, trade names, insignia, symbols, or decorative designs ("**DBS Designs**"), Vendor shall remove such DBS Designs prior to any sale, use or disposition thereof. Vendor shall not use the DBS Designs, including all adaptations and variations thereof and amendments thereto, for any purpose other than as permitted under the PO, and any permitted use shall be in strict conformity with the manner of use specified by DBS in writing.

**8. MATERIALS AND EQUIPMENT** All tools, equipment, models, drawings, floorplans, documents, reports or other materials paid for or furnished by DBS or its related corporations for the purpose of the PO shall be and remain the sole property of DBS or such related corporations. Vendor shall safeguard all such property while it is in Vendor's custody or control, be liable for any loss or damage to such property, at DBS' option procure adequate insurance, use it only for DBS orders, and return it to DBS or its related corporations upon DBS' request. Any such property described above whether furnished or ordered by DBS and which may be in an unfinished state may be removed by DBS from Vendor's premises or the premises of subcontractors upon request without further action or bond. In the event that DBS removes such property that is not finished, DBS will pay Vendor a percentage of the order price that corresponds to the percentage of completion. Vendor agrees to waive and hereby does waive any lien it may have in regard to such property and shall procure its subcontractors to do the same.

**9. INDEMNIFICATION** Vendor shall defend, indemnify and hold DBS and its related corporations harmless against all damages, losses, actions, claims, liabilities, costs (including legal costs on an indemnity basis) and expenses arising out of or resulting in any way from the Products purchased under the PO, or from any act or omission of Vendor, its agents, employees, suppliers or subcontractors. This indemnification shall be in addition to all other obligations of Vendor under the PO.

**10. CHANGES** DBS shall have the right to make changes in the PO at any time for its convenience upon written notice to Vendor. Such changes shall be subject to an equitable adjustment in the performance schedule or purchase price, based on reasonable and unavoidable costs incurred by the Vendor prior to notice of the change. Any claim of Vendor for an adjustment must be submitted in writing to DBS within thirty (30) days of the DBS change notice.

**11. AUDIT AND INSPECTION** DBS and its agents, shall have the right, upon reasonable notice and during Vendor's normal business hours, to audit and inspect the books and records of Vendor relevant to the PO and any facility and equipment of Vendor used in the performance of the PO. Products purchased under the PO are subject to DBS' inspection and written acceptance counter-signed by the authorized representative of DBS. Any payment for the Products delivered shall not constitute acceptance of such Products by DBS. Products rejected for non-conformance with the PO and/or are supplied in excess of those ordered or delivered in advance of the delivery schedule may, in addition to DBS' other rights, be returned to Vendor at Vendor's expense, including all expenses of unpacking, examining, repacking and reshipping such Products. If DBS receives Products with defects or non-conformities, whether latent or apparent on inspection, DBS reserves the right to require a refund or replacement, as well as the right to recover transportation costs and damages. Nothing contained in the PO shall relieve Vendor from the

obligations of testing, inspection and quality control, nor prejudice any right or remedy of DBS in respect of any defect or non-conformity in any Products.

**12. PACKING, DELIVERY AND SHIPMENT** All Products shall be packed and shipped in accordance with the instructions and specifications set forth in the PO. In the absence of any such instructions, Vendor shall comply with best commercial practice to ensure safe arrival at destination at the lowest transportation cost. TIME IS OF THE ESSENCE UNDER THE PO. If, in order to comply with DBS' specified delivery date, it becomes necessary for Vendor to ship by a more expensive method than specified in the PO, Vendor shall pay any increased transportation costs, unless the necessity for such rerouting or expedited handling has been proven to be caused by DBS. If Products are not delivered or provided by the date specified, without prejudice to any other rights and remedies that DBS may have under law or contract including any liquidated damages, DBS may terminate, without liability, the PO as to items not yet shipped or services not yet rendered, by written notice effective upon delivery to Vendor, and Vendor shall refund in full any deposit(s) paid by DBS to the Vendor. In such instance, DBS may purchase substitute items or services elsewhere and charge Vendor with any loss incurred.

**13. INSURANCE** If the PO includes services or work to be performed on DBS' or its related corporations' premises, Vendor agrees to indemnify DBS and its related corporations from all loss, damage, actions, claims, liabilities, costs (including legal costs on an indemnity basis) or expenses arising out of such work, and further agrees to observe the highest safety standards, to adhere to all DBS work rules, safety standards and security requirements, to maintain insurance in accordance with this clause, and to furnish evidence of such insurance at DBS' request. All items of work whether material and/or labor, will require full replacement value insurance, inclusive of general liability insurance with the amount appropriate with the value of the PO. The insurance coverage should be all risk including riot, strike, fire, flood and malicious damage. Shipping insurance from abroad shall include airfreight replacement cost. Vendor shall in respect of services supplied under the PO, maintain insurance policies for public liability, employees' compensation and contractors all risk for the duration of the services and shall furnish evidence of such insurance at DBS' request.

**14. COMPLIANCE WITH LAWS** Vendor warrants that: (a) it has obtained and will maintain all regulatory, contractual and other licenses, permits and approval which may be required to provide the Products to DBS or its related corporations and perform the obligations under the PO; and (b) all Products supplied pursuant to the PO will be produced and supplied in compliance with all applicable laws, rules and regulations, including any applicable export law restrictions. Vendor shall indemnify and hold harmless DBS and its related corporations against all actions, claims, liabilities, penalties, damages, losses, costs (including legal costs on an indemnity basis) and expenses suffered or incurred by DBS or its related corporation as a result of Vendor's non-compliance with this clause.

**15. GOVERNING LAW** The PO and all matters arising out of or in connection thereto shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ( "**Hong Kong**" ).

**16. RIGHT OF THIRD PARTIES** Unless expressly provided to the contrary in this PO, no party other than DBS and Vendor shall be entitled to enforce any of the terms of the PO under the Contracts (Rights of Third Parties) Ordinance (Cap 623) and notwithstanding any term of this PO, the consent of any third party is not required for any variation (including any release or compromise of any liability), rescission or termination of this PO.

**17. DISPUTE RESOLUTION** Any dispute or claim arising out of or in connection with the PO, including any question regarding its existence, validity or termination ("**Claim**"), shall be resolved through friendly negotiation between DBS and Vendor. If the Claim cannot be resolved by negotiations within fifteen (15) days from the date of first notice of such Claim by one party, either party shall be entitled to commence legal proceedings, and for this purpose the parties hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.

18. **GENERAL** Except as expressly set forth in the PO, this PO can only be modified in writing signed by authorized representatives of both parties. Vendor shall not make any reference to DBS or its related corporations in any literature or promotional materials or in any other promotional activity without the prior written consent of DBS (such consent not to be unreasonably withheld).

19. **INSOLVENCY OF VENDOR** Without prejudice to clause 5 or any other rights or remedies DBS may have, if Vendor becomes insolvent or bankrupt, or has a receiver and/or manager appointed over it or any part of its undertaking or assets, or becomes subject to a judicial management order, or enters into any composition or arrangement with or otherwise makes an assignment for the benefit of, its creditors, or ceases or threaten to cease to carry on business, or has distress or execution levied on or against all or any part of its property and such is not satisfied within thirty (30) days from last date of such levy, or admits in writing its inability to pay its debts as they mature or if a petition of any type be filed by or against Vendor under any bankruptcy, insolvency or other law for relief of debtors, DBS in each and every such event may upon written notice to Vendor, forthwith terminate the PO in whole or in part without any liability whatsoever to Vendor.

20. **NO SUBCONTRACTING OR ASSIGNMENT** No subcontract, assignment or other transfer in whole or in part of the PO or of any monies due to or become due hereunder shall be binding upon DBS unless DBS' prior written consent is granted. Without prejudice to the foregoing, the Vendor shall remain liable and responsible for the proper performance of the PO, and any act or omission of, or breach or non-compliance by its sub-contractors shall be deemed to be the act, omission, breach or non-compliance of the Vendor. DBS shall be entitled to transfer or assign all or any part of its rights and obligations under the PO to any of its related corporations or any entity that it merges, consolidates or amalgamates with or to which it transfers all or substantially all of its assets, and will notify the Vendor in writing of such assignment.

21. **WAIVER** Failure or delay on the part of DBS to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any other subject, right, power or privilege. Any waiver by DBS shall be made in writing and signed by an authorized representative of DBS.

22. **SEVERANCE** If any provision herein is found by a court of competent jurisdiction to be void or unenforceable, the said provision shall be modified as necessary to conform to such laws or, if such modification would destroy the intent of the parties, the said provision shall be severed from the PO and the PO shall be interpreted without reference thereto.

23. **NOTICE** Any notice required under the PO shall be in writing and shall be deemed to have been received if correctly addressed and (a) if the notice is delivered by hand and received by the other party; (b) three (3) days from the date of posting if sent by postage paid mail to 11/F, The Center, 99 Queen's Road Central, Hong Kong (Attention: Group Procurement & Services – Procurement Operation Team); (c) upon receipt of a confirmation message or answer-back code from the receiver if sent by facsimile or (d) at the time of transmission if sent by email to [procurementops@dbs.com](mailto:procurementops@dbs.com).

24. **NO IMPROPER PAYMENTS** Vendor warrants that it has not made any unethical or illegal payments to any person or entity in order to obtain or retain business or to secure an improper commercial advantage under or in respect of the PO.

25. **NO AUTHORITY TO BIND** The Vendor provides the Products to DBS as an independent contractor and is not and shall not be taken to be in partnership or in a joint venture with DBS or an employee, servant or agent of DBS. Neither party shall have the authority to bind or commit or purport to bind or commit the other party in any way or pledge the credit of the other party for any purpose.

26. **SURVIVAL** The obligations under clauses 3 (Confidential Information), 6 (Intellectual Property Indemnity), 9 (Indemnification) and 24 (No Improper Payments) shall survive cancellation termination, or completion of this PO.

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