

PURCHASE ORDER
STANDARD TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions have the following meanings:

- “Contract”** means the agreement between the Parties comprising:
(a) the Purchase Order;
(b) these Terms and Conditions;
(c) the Specifications; and
(d) such other documents as the Parties may expressly agree in writing as forming part of the Contract.
- “Effective Date”** means:
(a) the date of the Supplier’s acceptance of the Purchase Order; or
(b) the date the Supplier first starts supplying the Goods and/or the Services,
whichever date is earlier.
- “Goods”** means the goods and/or deliverables to be supplied by the Supplier in accordance with the terms of the Contract.
- “GST”** means the goods and services tax levied under the GST Act.
- “GST Act”** means the Goods and Services Tax Act (Chapter 117A) of Singapore.
- “Information”** means any and all information, documents, materials and data, regardless of form, relating to the Contract, the Goods, the Services, and/or one or more of the Mediacorp Group Companies (including, without limitation, the Mediacorp Group Companies’ personnel, customers, vendors or other third parties, research, development, trade secrets, techniques, processes, procedures, plans, policies, business affairs, discoveries, hardware, software, specifications, designs, drawings, and Intellectual Property Rights).
- “Intellectual Property Rights”** means all copyrights, trade marks, service marks, registered designs, patents, utility models, design rights, layout-designs, database rights, inventions, trade secrets and other confidential information, know-how, business or trade names, domain names, trade dress, and goodwill and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all pending applications and rights to apply for registration of any of the foregoing rights, and all supplementary protections, extensions and renewals
- “Mediacorp”** means the Mediacorp Group Company identified in the Purchase Order.
- “Mediacorp Group Company”** means Mediacorp Pte. Ltd. or any of its related corporations.
- “Parties”** means Mediacorp and the Supplier.
- “Party”** means either Mediacorp or the Supplier as the context requires.
- “Price”** means the amounts stated in the Purchase Order to be payable by Mediacorp in consideration of the complete and satisfactory supply of the Goods and/or Services under the Contract.
- “Purchase Order”** means the order form signed and issued by the relevant Mediacorp Group Company which makes reference to these Terms and Conditions.

“Services” means all services to be supplied by the Supplier in accordance with the terms of the Contract.

“Specifications” means the specifications and requirements of Mediacorp for the Goods and/or Services to be supplied by the Supplier, as may be specified in the Purchase Order or separately agreed in writing between the Parties.

“Supplier” means the person or entity that the Purchase Order is addressed to.

1.2 In these Terms and Conditions, clause headings are inserted for ease of reference only and are to be disregarded in the interpretation of its substantive provisions; references to a **“Clause”** or to **“Clauses”** are to a clause or the clauses of these Terms and Conditions.

1.3 In the event of any inconsistency between the documents comprising the Contract, the inconsistency will be resolved by Mediacorp at its sole discretion.

2. General

2.1 This Purchase Order shall be deemed to be accepted by the Supplier and shall become a binding Contract when: (a) it is signed and returned by the Supplier (via hard copy or email); or (b) Supplier commences performance; or (c) Supplier issues a written or oral acknowledgement or otherwise accepts this Purchase Order by conduct or in some other form. By accepting this Purchase Order, Supplier agrees to abide by these Terms and Conditions and any and all other terms and conditions which may be agreed in writing with Mediacorp. Without prejudice to any other rights of Mediacorp under these Terms and Conditions, Mediacorp reserves the right to revoke this Purchase Order at any time without prior notice.

2.2 The Supplier agrees to carry out and complete its obligations under the Contract to the best of its ability and skill, and in accordance with the Contract and the instructions of Mediacorp.

2.2 Time is of the essence for the performance of the Supplier's obligations under the Contract.

2.3 The Supplier must, at its own cost and expense, obtain and maintain all licences, authorisations and permits to fulfil all its obligations under the Contract.

3. Supply of Goods and/or Services

3.1 The Supplier must deliver and supply the Goods and/or Services at the place(s), date(s) and time(s) specified in the Purchase Order.

3.2 If the Supplier fails to supply or deliver any of the required Goods and/or Services at the place(s) and by the date(s) and time(s) required, then and without prejudice to Mediacorp's other rights and remedies under the Contract or at law or in equity:

(a) Mediacorp will be entitled to:

- (i) cancel any or all of the Goods and/or Services and/or terminate the Contract, without incurring any liability or needing to make any compensation to the Supplier whatsoever; and
- (ii) obtain replacement goods and services from other sources; and

(b) all costs and expenses thereby incurred by Mediacorp (including, without limitation, costs due to any increased price payable) will be deemed to be a debt owed by the Supplier to Mediacorp and will be reimbursed to Mediacorp by the Supplier upon demand by Mediacorp.

3.3 All Goods must be new and unused at the time of delivery. The Supplier must remove and replace, at its own cost and expense, any Goods that are found to be used, damaged or defective on or after delivery in any way, failing which Mediacorp will be entitled to repair the defective Goods and to purchase replacements from other suppliers; and the Supplier will fully reimburse Mediacorp for the cost of any such repair and/or replacement purchase upon demand by Mediacorp.

- 3.4 Where the Goods and/or Services are to be supplied in instalments, Mediacorp has the right to:
- (a) change the schedule of delivery by written notification to the Supplier, without incurring any liability or needing to make any compensation to the Supplier whatsoever; and
 - (b) cancel any instalment by written notification to the Supplier prior to the date that the supply of the Goods and/or Services under that instalment is due to commence, without incurring any liability or needing to make any compensation to the Supplier whatsoever, and the Price will be reduced accordingly.

4. Price, Payment and Taxes

- 4.1 Mediacorp's obligation to pay the Price for the Goods and/or Services, and the Supplier's entitlement to issue invoices for the Price, is conditional upon the complete supply of the Goods and/or Services to Mediacorp's satisfaction and in accordance with the Contract. If the Goods and/or Services are to be supplied in instalments or stages, then Mediacorp's obligation to pay the Price for each instalment or stage, and the Supplier's entitlement to issue invoices for the instalment or stage, is conditional upon the complete supply of the Goods and/or Services under that instalment or stage, to Mediacorp's satisfaction and in accordance with the Contract. The Supplier's invoices must each contain the Purchase Order number and such other information as may be required by Mediacorp, failing which Mediacorp will be entitled to reject the invoice.
- 4.2 If the Supplier is a taxable person under the GST Act, the Supplier's invoices must be in the same form and contain the same information as if they were tax invoices for the purposes of the regulations made under the GST Act.
- 4.3 Subject to Mediacorp's verification of the Supplier's invoices issued in accordance with this Clause 4, Mediacorp will make payment within 45 days of receipt of the invoice. If the Supplier is a taxable person under the GST Act, then subject to the Supplier's invoice being issued in accordance with Clause 4.2, Mediacorp will pay the Supplier, in addition to the Price, the GST chargeable on the supply to Mediacorp of the Goods and/or Services by the Supplier in accordance with the Contract.
- 4.4 Any terms or conditions stated in the Supplier's invoices or any other documents issued by the Supplier will not be binding on Mediacorp and will not apply to the Contract or any other agreement between the Supplier and Mediacorp.
- 4.5 Unless otherwise expressly agreed in writing between the Parties:
- (a) all amounts stated to be payable by Mediacorp in the Contract are exclusive of GST;
 - (b) the Supplier will bear all costs and expenses relating to the supply of the Goods and/or Services and the performance of its obligations under the Contract; and
 - (c) Mediacorp will not be required to make any payment other than the Price.
- 4.6 The Supplier will be solely responsible for bearing all taxes (including, without limitation, income taxes and withholding taxes) and statutory contributions, and any penalties thereon, imposed or required by law and/or any governmental/regulatory authority on or based on the Goods and/or Services supplied by the Supplier, the performance of the Contract, and/or the amounts paid or due and payable to the Supplier under the Contract. Mediacorp is entitled to make any withholdings and deductions from any and all amounts due and payable to the Supplier under the Contract, if required by law and/or any governmental/regulatory authority.
- 4.7 All payments made by Mediacorp to the Supplier are without prejudice to any rights or remedies which Mediacorp may have against the Supplier, and are not to be considered as evidence that Mediacorp has accepted that the Goods or the Services have been satisfactorily supplied or that the Supplier has met its obligations under the Contract.
- 4.8 Mediacorp will be entitled to set off and deduct, from any and all amounts due from Mediacorp to the Supplier under the Contract, any and all amounts recoverable from or owed by the Supplier to Mediacorp under this Contract or under any other agreements or arrangements between the Parties or for any other reason.

5. Intellectual Property Rights

- 5.1 The Supplier hereby assigns to Mediacorp all Intellectual Property Rights in or relating to the Goods, the Services, and all deliverables, documents and materials arising from the performance of the Supplier's obligations under the Contract, and agrees that all such Intellectual Property Rights will, upon creation, vest in and be the absolute property of Mediacorp without any additional charge. Without affecting the undertakings and warranties in Clause 6 in any way, Supplier warrants that it owns or will own all such Intellectual Property Rights, and has procured or will procure all assignments of the necessary rights from its personnel, servants, agents, contractors, representatives and all relevant third parties to assign and vest such Intellectual Property Rights in Mediacorp under this Clause 5.1.
- 5.2 The Supplier irrevocably and unconditionally grants, and will procure that all its personnel, servants, agents, contractors, representatives and all relevant third parties irrevocably and unconditionally grant, to Mediacorp absolutely and without any additional charge, all consents required or which may be required pursuant to any laws now or in future in force in any jurisdiction for Mediacorp to use and exploit the Goods and/or Services in any jurisdiction, way and medium as Mediacorp chooses at its sole discretion.
- 5.3 The Supplier irrevocably and unconditionally waives, and will procure that all its personnel, servants, agents, contractors, representatives and all relevant third parties irrevocably and unconditionally waive any and all moral rights relating to the Goods and/or Services which the Supplier or they may be entitled to under any law or jurisdiction.
- 5.4 The Supplier will, at its own cost and expense:
- (a) do all things and execute all instruments; and
 - (b) ensure that its personnel, servants, agents, contractors, representatives and all relevant third parties do all things and execute all instruments,
- required by Mediacorp in order to perfect, protect and enforce any and all of the rights vested in and assigned to, and the consents granted to, Mediacorp under this Clause 5.
- 5.5 The Supplier undertakes:
- (a) not to remove, suppress or modify in any way any proprietary marking (including, without limitation, any trade mark or copyright notice) in any Information provided by Mediacorp and to incorporate such proprietary markings in any copies of such Information; and
 - (b) not to register, directly or indirectly, any patent, trademark, service mark, trade name, company name, internet domain name or other proprietary or commercial right that is identical or confusingly similar to the Intellectual Property Rights of Mediacorp or that constitutes a translation thereof into another language.

6. Supplier's Representations, Warranties and Undertakings

- 6.1 The Supplier hereby represents, warrants and undertakes to Mediacorp that:
- (a) it has all rights, power and authority necessary to enter into and perform its obligations, and to grant all the rights and assignments to Mediacorp, under the Contract;
 - (b) it will supply the Goods and/or Services diligently, expeditiously and with professional skill and care;
 - (c) it will ensure that the Goods and/or Services are of satisfactory quality and fit and suitable for Mediacorp's use and purposes, and will comply with the Purchase Order and the Specifications and the rest of the Contract;
 - (d) it has not entered and will not enter into any arrangement or agreement which will or may conflict with the Contract or interfere in any way with the performance of the Contract.
- 6.2 The Supplier further represents, warrants and undertakes to Mediacorp that:
- (a) Mediacorp's use of the Goods and/or Services will not infringe any Intellectual Property Right or other right of any third party or any law of any jurisdiction, or result in any action, claim or demand by any third party;

- (b) no third party has or is entitled to claim any Intellectual Property Right or interest in any of the Goods or the Services or any deliverables, documents and materials arising from the performance of the Supplier's obligations under the Contract which is inconsistent with any of the Supplier's representations, warranties or undertakings, or any of the rights granted to or assigned to or vested in Mediacorp, under the Contract;
 - (c) as at the date of the Contract, (i) it is not involved in any litigation or criminal proceedings (whether as plaintiff or defendant) which is not already disclosed to Mediacorp; (ii) it is not insolvent, or in liquidation, winding up or receivership, or under judicial management, and no action for winding up has been filed against it; and (iii) it will notify Mediacorp immediately if any of the foregoing should occur during the term of the Contract; and
 - (d) as at the date of the Contract, (i) none of its managerial or executive staff is related to any of the employees in any of the Mediacorp Group Companies which is not already disclosed to Mediacorp; (ii) no employee in any of the Mediacorp Group Companies holds any ownership or financial interest or any position in the Supplier, whether directly or indirectly, which is not already disclosed to Mediacorp; and (iii) it will notify Mediacorp immediately if there is any change to the foregoing during the term of the Contract.
- 6.3 If there is any infringement of any third party Intellectual Property Right, then without prejudice to Mediacorp's other rights and remedies under the Contract or at law or in equity, the Supplier undertakes, at Mediacorp's sole election and the Supplier's own cost and expense, to:
- (a) immediately replace or modify the infringing part of the Goods and/or the Services so as to render the Goods and/or Services supplied to Mediacorp as a whole to be non- infringing;
 - (b) procure the rights and consents for Mediacorp to continue using the Goods and/or Services without infringement; or
 - (c) refund Mediacorp all amounts paid by Mediacorp for the Goods and/or Services which are infringing.

7. Confidentiality

7.1 Subject to Clause 7.2, the Supplier must not disclose to any third party any Information or use any Information for any purpose other than the Supplier's performance of its obligations under the Contract.

7.2 The Supplier is permitted to disclose Information:

- (a) if the disclosure is to its personnel strictly for the purposes of, and only to the extent required for, the Supplier's performance of its obligations under the Contract, provided that the Supplier must ensure that those personnel do not disclose the Information to any third party or use the Information for any other purpose; or
- (b) if the disclosure is ordered by a court of competent jurisdiction or a governmental/regulatory authority, provided that the Supplier gives Mediacorp prompt written notice of and an opportunity to contest the order, and provides such reasonable co-operation as Mediacorp requests.

7.3 The Supplier acknowledges and agrees that any unauthorised use or disclosure of Information could cause immediate and irreparable harm to Mediacorp and/or one or more of the Mediacorp Group Companies for which money damages may not constitute an adequate remedy. Accordingly, Mediacorp and the relevant Mediacorp Group Companies will be entitled to seek and to obtain injunctive relief without limiting or restricting their rights to seek and obtain other damages and reliefs available under the Contract and at law or in equity.

8. Indemnification by Supplier

Without prejudice to any rights and remedies available to Mediacorp under the Contract and at law or in equity, the Supplier hereby undertakes to indemnify and hold harmless Mediacorp against any and all actions,

proceedings, claims, demands, damages, costs and expenses (including, without limitation, legal costs on a full indemnity basis and increased costs due to having to procure the Goods and/or the Services from other sources), of any nature whatsoever, and howsoever suffered or incurred by Mediacorp, arising from or in connection with any breach of the Contract by the Supplier (including, without limitation, any breach of the representations, warranties and undertakings and obligations in Clauses 5 and 6).

9. Termination

- 9.1 The Contract will commence on the Effective Date and will continue in effect until the date that all the Goods and/or Services are completely supplied to Mediacorp's satisfaction and in accordance with Specifications and the rest of the Contract.
- 9.2 Mediacorp will be entitled to terminate the Contract immediately upon written notice to the Supplier, without incurring any liability or needing to make any compensation to the Supplier whatsoever:
- (a) if the Supplier breaches any provision of Contract and fails to rectify the breach within seven days after written notice from Mediacorp requiring the Supplier to do so;
 - (b) if the Supplier ceases or announces its intention to cease to carry on its business; or
 - (c) if the Supplier:
 - (i) becomes insolvent or is unable to pay its debts as they fall due;
 - (ii) suspends or threatens to suspend making payments with respect to all or any class of its debts;
 - (iii) enters into any composition or arrangement with its creditors, or makes a general assignment for the benefit of its creditors;
 - (iv) goes into liquidation or has an order made or a resolution passed for the winding up of the Supplier whether voluntarily or compulsorily (except for the purpose of a bona fide reconstruction or amalgamation); or
 - (v) has a receiver or receiver and manager or judicial manager appointed over any part of its assets or undertaking.
- 9.3 Mediacorp will also be entitled to terminate the Contract at any time by at least 30 days' prior written notice to the Supplier, without incurring any liability or needing to make any compensation to the Supplier whatsoever.
- 9.4 Upon the expiry or termination of the Contract for any reason:
- (a) the expiry or termination will be without prejudice to any rights and remedies accrued by Mediacorp in respect of any breach committed by the Supplier prior to the date of termination (including, without limitation, any breach giving rise to a right of termination);
 - (b) the Supplier will refund to Mediacorp, upon demand by Mediacorp, all monies paid by Mediacorp in advance (without interest) in respect of any Goods and/or Services not supplied to the satisfaction of Mediacorp and/or not in accordance with Specifications and/or the rest of the Contract;
 - (c) Mediacorp will remain entitled to all rights granted and assigned to Mediacorp under the Contract in respect of the Goods and/or Services already received by Mediacorp as at the date of expiry or termination; and
 - (d) the Supplier must continue to comply with all its obligations under the Contract which are not affected by expiry or termination.
- 9.5 Upon the termination or expiry of the Contract, the Supplier will procure the delivery and return to Mediacorp of all Information in the possession of, and/or provided by Mediacorp to, the Supplier and/or its personnel.
- 9.6 All provisions of the Contract which need to survive the termination or expiry of the Contract in order to give full effect to their meaning and intent, will remain in full force and effect even after the termination or expiry of the Contract (including, without limitation, Clauses 4 to 11 of these Terms and Conditions).

10. **Exclusion of Liability**

- 10.1 As between the Parties, the Supplier is responsible for obtaining all insurance for itself and its personnel (including, without limitation, insurance against claims for personal injury and/or death, or property damage and/or loss). Mediacorp is not liable or responsible to the Supplier, its personnel or any other person for any personal injury or death, or property damage or loss, howsoever caused or suffered and whether or not sustained at or originating from Mediacorp's premises or resulting from or in connection with the performance of the obligations under the Contract.
- 10.2 Notwithstanding anything contained in the Contract, under no circumstances will Mediacorp or any other Mediacorp Group Company be liable in contract, tort (including, without limitation, negligence) or any other form of action, for any: (a) increased costs or expenses; (b) loss of profit, revenue, business, opportunity, contract, or anticipated savings; or (c) incidental, indirect, consequential, special, punitive and exemplary losses and damages); howsoever caused and whether or not Mediacorp has been advised of the possibility of the same.

11. **Miscellaneous**

- 11.1 The Contract is personal to the Supplier and the Supplier is not entitled to assign or transfer any of its rights or obligations under the Contract without the prior written consent of Mediacorp. Mediacorp is entitled to assign and/or transfer any or all of its rights and obligations under the Contract to any Mediacorp Group Company or third party without notifying the Supplier or requiring the Supplier's consent.
- 11.2 A waiver by Mediacorp of any right, power, or remedy under the Contract will only be effective if given in writing by Mediacorp. An effective waiver by Mediacorp of its rights in respect of a failure by the Supplier to perform any provision of the Contract will not operate as a waiver in respect of any other failure, whether of a like or different character. Mediacorp will not be restrained from enforcing, or be deemed to have waived the right to enforce, any provision in the Contract against the Supplier as a result of any delay or neglect in enforcing that provision or any other provision.
- 11.3 Mediacorp's rights and remedies under the Contract are cumulative and are without prejudice and in addition to any rights and remedies Mediacorp may have at law or in equity; and no exercise by Mediacorp of any one right or remedy under the Contract, or at law or in equity, will (save to the extent, if any, provided expressly at law or in equity) hinder or prevent the exercise by Mediacorp of any other such right or remedy.
- 11.4 (a) All notices, demands, requests, consents, approvals and other communications ("**Notices**") required or permitted to be given hereunder, shall be in writing and in the English language, and shall be delivered by electronic mail or personally or sent by registered post, postage prepaid to the registered or business address of the Parties or such other address as each Party may notify the other in accordance with this Clause. In the case of Notices to Mediacorp however, Notices which are sent by electronic mail must also be contemporaneously delivered personally, or by registered post with the postage prepaid.
- (b) Unless the contrary shall be proved, each Notice shall be deemed to have been given or made or delivered:
- (i) if by registered post or delivery, upon acknowledgement of receipt;
 - (ii) if by electronic mail, upon successful transmission; or
 - (iii) if by electronic mail and also contemporaneously by registered post or delivery, upon either successful transmission of the electronic mail or acknowledgement of receipt of the registered post or personal delivery, whichever is earlier.
- 11.5 The Contract does not create any employer-employee, joint venture, partnership or agency relationship between the Parties. The Parties acknowledge and agree that they have entered into the Contract, and remain under the Contract, as independent contractors. Neither Party has any right to, and each Party agrees not to, incur any liability or enter into any commitment, contract or arrangement with any third party on the other Party's behalf, or pledge the credit of the other Party, or hold itself out as being entitled to do any of the foregoing.
- 11.6 The Contract sets out the entire complete and exclusive agreement and understanding between the Parties with respect to its subject matter as at the Effective Date, and supersedes all prior representations, arrangements, understandings and agreements between the Parties with respect to such subject matter.

- 11.7 If any provision of the Contract is held by a court of competent jurisdiction to be wholly or partially invalid or unenforceable, then that provision (or part) will be deemed severed from the Contract to the extent that it is invalid or unenforceable, and the validity and enforceability of the remainder of the Contract will not be affected.
- 11.8 Mediacorp will be entitled to amend, vary and supplement these Terms and Conditions, at any time and from time to time, by uploading the revised set of Terms and Conditions onto its website.
- 11.9 The Contract is governed by and is to be construed in accordance with the laws of Singapore. The Parties hereby submit to the non-exclusive jurisdiction of the Singapore courts in respect of all disputes, claims and matters arising out of or relating to the Contract.
- 11.10 A person or entity who is not a Mediacorp Group Company or the Supplier has no right under the Contracts (Rights of Third Parties) Act to enforce any of the provisions of the Contract.

12. Personal Data Protection

- 12.1 If the Supplier deems it necessary to disclose to Mediacorp any information that constitutes personal data as defined under the Personal Data Protection Act 2012 (“**PDPA**”) in order for the Supplier to perform its obligations under the Contract, the Supplier shall notify Mediacorp in writing and obtain Mediacorp’s agreement before disclosing such personal data to Mediacorp. The Supplier undertakes and warrants that it will obtain all necessary consents for Mediacorp to collect, use, disclose and/or process such personal data for the purposes contemplated in the Contract.
- 12.2 If the Supplier is required to use, process or otherwise deal with any personal data received from Mediacorp, the Supplier shall only use and/or disclose such personal data (i) in accordance with the purposes for which Mediacorp disclosed the personal data; (ii) strictly in accordance with the instructions of Mediacorp; and (iii) in such manner that ensures Mediacorp’s compliance with the PDPA. The Supplier shall comply with the PDPA, its regulations and guidelines and any reasonable request of Mediacorp with respect to the protection of personal data received from Mediacorp. Without prejudice to any other rights or remedies of Mediacorp under the Contract, in the event of any unauthorized, unlawful, and/or unintended use, access, disclosure, alteration, loss, or destruction of personal data received from Mediacorp, the Supplier shall immediately notify Mediacorp and cooperate with Mediacorp’s requests to investigate and remedy such incidents and provide appropriate response and redress.

13. Whistleblowing

Mediacorp has put in place a whistle-blowing procedure as an avenue for any concerned party to raise concerns relating to any actual or suspected improprieties, malpractices or wrong-doings (including fraud, corruption, theft or collusion) by any Mediacorp employee for appropriate investigation and action subject to applicable laws. Mediacorp’s Whistleblowing Policy which can be found at <https://www.mediacorp.sg/en/contactus/feedback-enquiries/whistleblow/whistleblowing-policy-5931298>.

14. Safe Management Measures

Mediacorp may from time to time introduce and implement such safe management measures relating to COVID-19 as it deems necessary, including but not limited to requiring the Supplier to submit such written confirmations, declarations and information as requested by Mediacorp from time to time (the “**SMM Requirements**”). The Supplier acknowledges and agrees that such SMM Requirements are material in ensuring the Goods and/or Services can be delivered and supplied under the Contract in a safe and conducive manner, and shall comply strictly with all SMM Requirements. Unless otherwise agreed by Mediacorp in writing, all costs and expenses relating to compliance with the SMM Requirements shall be borne solely by the Supplier.

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