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# DBS QR Gift for Corporates Terms and Conditions

CNY 2024

Version 1.0





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## **DBS QR GIFT FOR CORPORATES TERMS AND CONDITIONS**

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1. **Definitions.** In these DBS QR Gift for Corporates Terms and Conditions (“**QR Gift Corp T&Cs**”), unless the context otherwise requires:
- (a) “**Agreement**” means all the terms and conditions set out in these QR Gift Corp T&Cs.
  - (b) “**Background IPR**” means the Intellectual Property Rights which are pre-existing at the date of this Agreement or Intellectual Property Rights subsequently brought into existence other than as a result of the performance of this Agreement.
  - (c) “**Business Day**” means a day other than a Saturday, Sunday or gazetted Singapore public holiday.
  - (d) “**Confidential Information**” means all data and information relating to the business and other operations of the either Party (including without limitation any Personal Data and information subject to banking secrecy rules), whether written, electronic or in oral form, which is either directly or indirectly by one Party to the other Party and/or its employees, advisors or consultants, whether or not such information belongs to the disclosing Party, or to a third party.
  - (e) “**Customised Products**” means Products which have been customised and co-branded to include any design and/or logo as mutually agreed between Parties.
  - (f) “**DBS**” means DBS Bank Ltd.
  - (g) “**DBS PayLah!**” means “*DBS PayLah!*” (as may be renamed or rebranded by the DBS), a mobile application-based service offered by DBS that comprises a non-interest-bearing deposit account accessed via a mobile device and which may be used by end-users to (i) transfer and receive funds; (ii) make payment for goods and/ or services on or via the DBS PayLah! platform; and/ or (iii) perform all other payment functions as may be developed or introduced by DBS from time to time.
  - (h) “**Electronic Instruction**” means any request by you either via the Order Form or otherwise in writing.
  - (i) “**End-User**” or “**End-Users**” mean the user(s) of the Products, which pursuant to this Agreement shall be your employees or any Person whom receives the Product.
  - (j) “**Expiry Date**” means the last date for End-Users to redeem the Product, which shall be mutually agreed between Parties and subsequently communicated by you to the intended End-Users.
  - (k) “**Foreground Information**” means the Technical Information which results from or is otherwise created by either DBS or you (including your agents or subcontractors) pursuant to or for the purpose of the performance of this Agreement.
  - (l) “**Foreground IPR**” means the Intellectual Property Rights which result from or are otherwise created by either DBS or you (including your agents or subcontractors) pursuant to or for the purpose of the performance of this Agreement.
  - (m) “**Fees**” means the fees, charges and other payment for goods and services (including taxes, if any) which (i) you will be required to pay the Vendor for the Vendor Services and (ii) may vary in amount depending on whether you have opted for Customised Products or Generic Products.
  - (n) “**Funds**” means the amount to be provided by you to DBS and to be used by DBS to load into the Products in accordance with the specifications submitted in the Order Form.
  - (o) “**Generic Products**” means Products which are not Customised Products;
  - (p) “**Improper Payments**” means the conferring of bribes, undue advantage, improper gratifications, gifts and/or payments, whether of a financial nature or otherwise, in violation of applicable anti-corruption laws and regulations.
  - (q) “**Intellectual Property**” means (a) patents; (b) copyrights; (c) trademarks, service marks, trade names and trade dress; (d) trade secrets; (e) design rights; (f) data rights; (g) mask work rights; (h) moral rights; (i) foreign



equivalents of any of the foregoing; (j) any other intellectual property rights; (k) registrations of, and applications for, any of the foregoing; and (l) the right to sue for any present or past violation, infringement or misappropriation of any of the foregoing.

- (r) **"Intellectual Property Rights"** means exclusive ownership and proprietary rights in, and to, any and all Intellectual Property arising in any jurisdiction in the world.
- (s) **"Loaded Products"** means Products which have funds/monies associated with them in DBS' system, and which will therefore make available such funds/monies via the relevant channel (DBS PayLah! or PayNow) when their QR codes are scanned.
- (t) **"Non-Loaded Products"** means Products which have no funds/monies associated with them in DBS' system, and which will therefore not make available any monies via any channel (whether DBS PayLah! or PayNow) when their QR codes are scanned.
- (u) **"Order Form"** means the QR Gift CNY Corporate Order Form (available here: [go.dbs.com/sg-qrcode](https://go.dbs.com/sg-qrcode) or as otherwise made available by DBS) where a request for Services is submitted and these QR Gift Corp T&Cs are accepted.
- (v) **"Parties"** means the parties to this Agreement, being DBS and you, and **"Party"** shall be construed accordingly.
- (w) **"PayNow"** means and refers to the real-time funds transfer service known as 'PayNow' and made available by to customers of participating banks in Singapore.
- (x) **"Person"** includes any (i) individual, corporation, firm, partnership, limited liability partnership, society, association, trade union, institution, business concern, organisation; (ii) statutory body, agency or government authority; (iii) quasi-governmental, intergovernmental or supranational body; or (iv) regulatory, fiscal, taxing or other authority or organisation, in each case whether local or foreign;
- (y) **"Personal Data"** means any personal data or personally identifiable information as defined under any applicable data protection and privacy laws.
- (z) **"Product"** or **"Products"** refer to the products marketed as "DBS QR Gift cards" and includes both Customised Products and Generic Products. For the avoidance of doubt, unless you have opted for Customised Products, Product(s) shall refer to Generic Products;
- (aa) **"Services"** means the services provided by DBS to you to make the Products available to End-Users pursuant to these DBS PayLah! QR Gift Corp T&Cs, including the loading of Funds into the Products and the provision of reports on the use of the Products by End-Users, but excluding the Vendor Services.
- (bb) **"Technical Information"** means the inventions, confidential information, know-how, trade secrets and, in particular, all information concerning equipment and software (including firmware) pertaining to design, manufacture, maintenance, installation, operation and use, in whatever form including drawings, charts, manuals, schematic representations, software listings in source and object code.
- (cc) **"Unredeemed Funds"** means the amount corresponding to the value in the Products which have not been redeemed by End-Users by the Expiry Date.
- (dd) **"Representatives"** mean the individuals or Persons whom you have authorised or are deemed to have authorised to access and use the Services and/or to act as your administrator(s) to administer certain administrative functions relating to the access and use of the Services, including the submission of the request for Services via the Order Form.
- (ee) **"Vendor"** means the entity appointed by DBS to offer the Vendor Services to you.
- (ff) **"Vendor Services"** means the services provided by the Vendor to you in respect of printing the Products, customisation work for Customised Products (if applicable), delivery of Un-Loaded Products to you, and any associated work.
- (gg) **"You"** or **"your"** mean a Person who requests, accepts and receives the Services, and such Person's successors and permitted assigns.



- 1.2 References to "Regulation". In these QR Gift Corp T&Cs, a "regulation" includes any regulation, rule, official directive, request, code of practice or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and "regulatory" shall be construed accordingly.
- 1.3 Clause References. References to a "Clause" shall be construed as references to the provision of these QR Gift Corp T&Cs.
- 1.4 Time Periods. If any period of time specified in these QR Gift Corp T&Cs for a given act or event ends on a non-business day, then that time is deemed to only end on the next business day. A "business day" means any day on which DBS is open for business in Singapore.
- 1.5 Binding Nature. These QR Gift Corp T&Cs apply to the Services provided to you and are binding on you.

## 2 AUTHORITY & ACCESS

- 2.1 Restrictions on Access or Usage. You acknowledge and agree that it is your duty to ascertain whether any such legal or regulatory restrictions exist, and DBS is not liable for any losses, damages, costs or expenses arising out of your inability to access or use such Services or any contravention of such legal or regulatory requirements. DBS may take steps to prevent such Services from being accessed or used as it may determine from time to time.
- 2.2 Authorised Representatives. You must ensure that only Representatives with proper and valid authority (within any limits set by you on the relevant Representatives): (i) confirm acceptance of these QR Gift Corp T&Cs; and (ii) authorise, request and/or submit the specifications in the Order Form or as mutually agreed between Parties in writing (where relevant).
- 2.3 Presumption of Authenticity. You authorise DBS to treat all Electronic Instructions received as instructions or other communications properly authorised by you and binding upon you, even if made fraudulently and even if they conflict with the terms of any other instructions given by you.
- 2.4 Non-processing of Electronic Instructions. DBS may not process an Electronic Instruction (or may not process such Electronic Instruction in a timely manner) if DBS has reason to suspect that there is any error, fraud or forgery, or if DBS is of the view that it is inaccurate or incomplete. To the maximum extent permissible under applicable law, DBS will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which you may suffer or incur because of DBS exercising its rights under this Clause or acting upon or relying on such erroneous, fraudulent, forged, incomplete or inaccurate Electronic Instructions. Notwithstanding the foregoing, DBS is not required to investigate the authenticity or authority of Persons (whether Representatives or otherwise) effecting the Electronic Instructions or to verify the accuracy and completeness of the Electronic Instructions.
- 2.5 Request for Additional Information. DBS may at its discretion and without giving any reason: (a) require you and/or your Representatives to provide alternative proof of identity; (b) require any Electronic Instructions to be confirmed through alternative means; (c) decline to act or refrain from acting promptly upon any Electronic Instructions (e.g. where DBS need to verify the accuracy or authenticity of the Electronic Instructions); and/or (d) determine the order of priority in effecting any Electronic Instructions and other existing arrangements you have made with DBS.
- 2.6 Authority of Representatives. You acknowledge and agree that your Representatives are severally and/or jointly (as the case may be) authorised to give Electronic Instructions on your behalf, even if such Electronic Instructions conflict with other orders or instructions given by you at any time, including other orders or instructions relating to the operation of your accounts maintained with DBS (where applicable). Your Representatives shall act as your agent when accessing and/or using the Services.
- 2.7 Revocation of Authority. You must ensure that all of your Representatives are aware of, and comply with, these QR Gift Corp T&Cs. If any Representative is no longer authorised to access and/or use the Services, you must ensure that the appointment of such Representative is revoked and DBS is notified immediately.

## 3 REPRESENTATIONS AND WARRANTIES

- 3.1 Representations and Warranties. You represent and warrant at all times that:



- (a) all information that you provide to DBS in connection with the Services (including your particulars and those of your Representatives) is complete, true and accurate;
- (b) you are (i) validly existing; (ii) not insolvent; and (iii) legally capable of entering into and performing your obligations under these QR Gift Corp T&Cs and any applicable laws;
- (c) you have satisfied all conditions and performed all actions required to be taken in order to (i) enable you to lawfully enter into and perform your obligations under these QR Gift Corp T&Cs and any applicable laws; and (ii) ensure that such obligations are valid, legally binding and enforceable; and
- (d) you agree not to engage in Improper Payments or corrupt practices in violation of applicable laws and regulations, and further agree to impose corresponding restrictions on any sub-contractor.

#### **4 YOUR OBLIGATIONS TO DBS**

- 4.1 Bound by Order Form and QR Gift Corp T&Cs. You agree to be bound by the specifications of the Products to be loaded which you have provided in the Order Form, unless Parties mutually agree in writing to amend such specifications (in which case you agree to be bound by such amended specifications).
- 4.2 Provision of Funds. You will provide to DBS (i) the full value of the Funds in accordance with the submitted Order Form or subsequent Electronic Instructions (unless Parties mutually agree in writing to amend the value of such Funds); and (ii) data to enable DBS to provide the Services, subject always to Parties mutual agreement in writing.
- 4.3 Risk management assessments. If required by DBS, you agree to complete such risk management assessment checklists, which may include (but are not limited to) assessments relating to IT systems and processes, information security, physical security, business continuity management and/or fraud control.
- 4.4 Customer service issues. Save for issues, complaints or disputes in relation to the operation, functionality or other technical aspects of the Products, all other issues, complaints and disputes brought by End-Users relating to the quality, quantity, delivery of the Product shall be resolved by you directly with the End-Users.
- 4.5 Presentation, marketing and distribution of Products. You will:
  - (a) be solely responsible for carrying out all efforts to distribute the Products to the End-Users;
  - (b) ensure that all materials in relation to the Products and DBS PayLah! are clearly indicated to End-Users as being provided by DBS;
  - (c) ensure that End-Users are adequately informed about the Product, including how to redeem the Product via DBS PayLah! and PayNow;
  - (d) ensure that End-Users are adequately informed about the functionalities of DBS PayLah! and PayNow;
  - (e) not hold itself out as providing the types of Products to be provided by DBS on or through any application, or use the word “bank”, “insurance” or any of their derivatives in any language, or any other word indicating it transacts banking or insurance business, in the name, description or title under which it transacts business, unless in each case it is permitted to do so under applicable laws and regulations; and
  - (f) include any End-User-facing disclosure wording in any communication to the End-Users as DBS may request for the purposes of complying with, or mitigating risks arising from, applicable legal and/or regulatory requirements or restrictions in any jurisdiction.
- 4.6 Compliance and provision of information. You will not cause DBS to breach any clause in these QR Gift Corp T&Cs, and will take all necessary actions, provide all relevant information and data and otherwise cooperate and work with DBS to comply with, and assist and enable DBS to comply with:
  - (a) these QR Gift Corp T&Cs;
  - (b) any internal risk management requirements which DBS may have, which may include requirements relating to IT systems and processes, information security, physical security, business continuity management and fraud control; and



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(c) any laws and regulations applying in connection with the performance of this Agreement, including any outsourcing regulations or guidelines issued by any Government Authority and any statutory and common law banking secrecy, data privacy and confidentiality requirements.

4.7 Compliance. Without prejudice to Clause 4.6, you will not, by any act or omission, cause DBS to contravene any applicable law or regulation.

4.8 Transfer of Funds and Fees. You agree and accept that DBS' obligations under these QR Gift Corp T&Cs (in particular section 5 below) shall not be applicable until you have transferred the applicable Funds to DBS and the Fees to the Vendor.

**5 DBS' OBLIGATIONS**

5.1 Delivery of Products. Subject to your successful payment of the Fees to the Vendor (other agreement made solely as between you and the Vendor – in which case, DBS shall be entitled to rely solely on the Vendor's representations to DBS in respect of such agreement), DBS shall procure that the Vendor shall make commercially reasonable efforts to deliver the Un-Loaded Products to you in accordance with the timelines set out in the Order Form and/or subsequent Electronic Instruction. Your duly authorised Corporate representative must perform checks on the Un-Loaded Products received before conveying confirmation to DBS of receipt.

5.2 Loading of Products. Between 2 to 7 Business Days after you have conveyed confirmation to DBS of your receipt of the Non-Loaded Products by the Vendor, DBS shall load the Products with Funds in accordance with the specifications set out in the Order Form and/or any subsequent Electronic Instructions (unless Parties otherwise mutually agree in writing). "Load the Products" means converting Un-Loaded Products to Loaded Products, a process whereby relevant funds/monies are associated in DBS' system with specific Products.

5.3 Reports. Upon your request, DBS will on a best-efforts basis provide you with reports on the usage of the Products by the End-Users to assist you with your reconciliation efforts after the Expiry Date of the Products which is to be mutually agreed in writing between DBS and you. Without prejudice to the foregoing, DBS may provide you with reports providing the following data:

Data type	Specifications
Timestamp of Redemption	Timestamp of redemption in YYYY-MM-DD HH:MM:SS as per captured by DBS' system
Serial Number of Product	6 alphanumeric characters as indicated on the Product

Subject always to mutual agreement and upon your request, customised reports may be made available to you on a periodic basis before the Expiry Date.

5.4 Return of Unredeemed Funds. 1 calendar month after the Expiry Date (which shall be provided in the Order Form or mutually agreed between Parties in writing), DBS shall return the Unredeemed Funds to the bank account which had earlier transferred the Funds to DBS or, if requested, to another bank account in your name.

5.5 No Responsibility for Marketing, Distribution and Redemption. DBS shall not be responsible or liable to you for (i) the marketing or distribution of the Products to the End-Users; and/or (ii) any liability or loss in relation to End-Users who do not redeem or utilize the Product by the Expiry Date.

**6 MARKETING, INTELLECTUAL PROPERTY RIGHTS & CONFIDENTIALITY**

6.1 Marketing. Each Party shall be allowed to design, conceptualise and produce its own marketing, promotional and publicity materials in any and all media without clearance from the other Party, save that neither Party shall refer to





the other Party (orally or in writing) or this Agreement or any particular promotion or use the other Party's name, trademark(s) and/or logo(s) in any of its marketing, promotional or publicity materials or otherwise in any of its marketing efforts, without obtaining the other Party's prior written consent.

- 6.2 No Rights Transferred. You acknowledge that, except as mutually agreed between the Parties in writing, each Party does not acquire any proprietary or Intellectual Property Rights in any content, information, data, software or other materials provided by the other Party in connection with the Services.
- 6.3 Background IPR. All Background IPR shall remain vested in the relevant Party, including any modifications or amendments made to such Background IPR for the purposes of, in the course of or in connection with the collaboration under this Agreement (other than DBS' Foreground IPR and your Foreground IPR), whether or not such modifications or amendments are made pursuant to or in connection with any suggestions, enhancement requests, recommendations or other feedback such Party receives from the other Party.
- 6.4 Scope of License for Background IPR. Each Party grants the other Party a fully paid-up, royalty-free, non-exclusive, non-sub-licensable, and non-transferable licence to use the other Party's Background IPR during the Term solely to the extent necessary for the second-mentioned Party to perform its obligations and exercise its rights under this Agreement.
- 6.5 Foreground IPR. Unless otherwise expressly provided in this Agreement or expressly agreed between the Parties in writing, each Party will own all right, title and interest in and to all its independently developed Foreground IPR. DBS shall own all right, title and interest in and to all Foreground Information jointly developed by the Parties in the course of implementing this Agreement, and such Intellectual Property Rights shall form part of DBS' Foreground IPR.
- 6.6 Scope of License for Foreground IPR. Each Party grants the other Party a fully paid-up, royalty-free, non-exclusive, non-sub-licensable and non-transferable licence to use the first-mentioned Party's Foreground IPR during the Term and in the relevant jurisdiction where this Agreement is performed solely to the extent necessary for the second-mentioned Party to perform its obligations and exercise its rights under this Agreement.
- 6.7 Right to Injunctive Relief. Without prejudice to any other rights or remedies which a Party may have, each Party acknowledges that monetary damages may not be an adequate remedy for a breach of any term under this Clause and that the other Party shall be entitled to such injunctive and other legal or equitable relief for any actual or threatened breach of this Clause.
- 6.8 Intellectual Property Rights Indemnity. You shall indemnify and hold harmless DBS against all losses, liabilities, damages, penalties and costs (including reasonable legal fees) suffered or incurred by DBS arising out of or in relation to any claim or allegation of infringement, misappropriation or unlawful use or disclosure of any third party's Intellectual Property Rights as a result of DBS' collaboration with you under this Agreement or use of any Intellectual Property Rights in any item provided or otherwise made available by you or on behalf of you, whether or not such losses were foreseeable. Where DBS seeks indemnification protection under this Clause 9.6, DBS shall be entitled to direct and control any administrative proceeding or litigation (including the defence and any related settlement) in relation to any such claim. You shall furnish DBS with reasonable assistance in relation to such administrative proceeding or litigation.

## **7 CONFIDENTIALITY & DATA PRIVACY**

- 7.1 Confidentiality of Data Transmitted. Any data, information or message transmitted to you through DBS' system and/or via the Services is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify DBS and delete or destroy such data, information or message (and all copies).
- 7.2 Confidentiality of Other Information. Each Party must keep, and must procure that any Person given access keeps, confidential all information about the Services, the specifications about the Products, the Funds and any content



related to the Services. Each Party may only disclose such information to its employees or agents (including Representatives) only to the extent strictly necessary for the proper use of the Services.

7.3 Security Controls for Confidential Information. Each Party receiving Confidential Information from the other Party shall only process or use such Confidential Information in compliance with the disclosing Party's instructions and shall not be entitled to use such information for any purpose other than to perform its obligations under this Agreement. Each Party warrants and represents that it has taken all appropriate security and control measures in relation to Confidential Information and that such measures accord with good industry practice. You further agree to implement and maintain, as a minimum, reasonable information security controls as may be prescribed by DBS from time to time.

7.4 Personal Data. Each Party represents and warrants to the other Party that its collection, use and disclosure of Confidential Information under this Agreement shall always be in compliance with any applicable laws and regulations in the relevant jurisdiction. Specific to your obligations, the foregoing requires you to ensure that you have obtained all the necessary consents from the intended End-Users to collect, use and disclose their Personal Data to DBS. You shall, upon DBS' request, provide DBS with evidence of the End-Users' consent for disclosure to DBS of their Personal Data. You shall also provide DBS with such other information as DBS may request from time to time, provided always that you shall comply with applicable data protection and privacy laws. You shall transmit such data in the agreed format, real-time or alternatively subject to the agreement of DBS, in batches according to any schedule prescribed by DBS.

## 8 INDEMNITY

8.1 You agree to hold DBS harmless fully and effectively indemnified from and against all losses, costs (including legal costs on a full indemnity basis), claims, damage and expenses whatsoever which DBS may incur as a result of:

- (a) any statement, act, omission fraud, negligence, default or misconduct whatsoever by you, its officers, employees, agents and affiliates in the course of its conduct of duties and obligations under this Agreement;
- (b) any incorrect or misleading statement, omissions or representation contained in your Application, website, marketing materials or any other materials; and
- (c) any breach by you of any of its representations, warranties, undertakings or obligations hereunder; provided always that no Party will be liable to the other Party under this Agreement for any direct loss of profit or income or any indirect loss of consequential loss or special damages (including in each case loss of profit or income).

## 9 TERMINATION

10.1 Termination by You. You may give DBS not less than 30 calendar days' written notice at any time to:

- (a) terminate your use of the Services; or
- (b) withdraw any particular account of yours maintained with DBS for the Services.

10.2 Termination by Us. DBS may at any time and without liability to you terminate your access to the Services by giving you not less than 30 calendar days' written notice. No such termination will affect any Electronic Instruction given by you which is properly received by DBS before expiry of such notice.

10.3 Effect of Termination. If either Party gives notice to terminate access to or use of the Services, you agree that at least 24 hours before the expiry of such notice of termination you will forthwith pay all outstanding Fees due to the Vendor.

10.4 Termination or Suspension of Access. Notwithstanding else in these QR Gift Corp T&Cs and without prejudice to any other rights or remedies which DBS may have under these QR Gift Corp T&Cs or at law, DBS may without liability to you immediately terminate or suspend your access to the Services and/or stop the processing of any transaction in relation to the Products or Services if DBS is of the reasonable view that it would be in DBS' interest to do so, including where:

- (a) you are in breach of these QR Gift Corp T&Cs or any other agreement with us;





(b) such action is required to fulfil DBS' legal or regulatory obligations or to comply with an order of a court of competent jurisdiction or DBS' internal policies and procedures;

(c) you are insolvent, unable to pay your debts as they fall due, have a receiver, administrator or manager appointed over the whole or any part of your assets or business, make any composition or arrangement with your creditors or an order or resolution is made for your dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction);

(d) any relevant licence or authorisation which is required in order for DBS to fulfil these QR Gift Corp T&Cs, provide the Services, is terminated or suspended;

(e) you are or become subject to a regulatory investigation and/or legal proceeding whereby continuing to offer the Services to you is (in DBS' reasonable opinion) likely to raise reputational issues for DBS; or

(f) such action is required in order to protect DBS' systems from harm, including from any form of denial of service attack or from viruses or malicious codes.

## 10 MISCELLANEOUS

10.1 Incorporation of Other Terms and Conditions. By submitting a request under the Order Form, you agree to be bound by and acknowledge that End-Users shall be bound by:

- (a) [DBS Privacy Policy](#);
- (b) [DBS Terms and Conditions Governing Accounts](#); and
- (c) [DBS Terms and Conditions Governing Electronic Services](#).

10.2 Amendments. DBS may by notice to you update these QR Gift Corp T&Cs from time to time. If you or any User continue to use the Services after the effective date of such change, you are deemed to have agreed to such amendments. Notwithstanding the above, Parties may mutually agree to amend these QR Gift T&Cs which may either be in the form of a waiver in writing or an addendum where appropriate.

10.3 Writing. In this Agreement, a reference to "writing" and "written" communication includes e-mail.

10.4 Third Parties Have No Rights. Unless expressly provided to the contrary in this Agreement, a Person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 2001 or any equivalent legislation in an applicable jurisdiction and notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Agreement.

10.5 Notice. Notices under this Agreement may be delivered by hand, registered mail or e-mail to the address(es) specified in the Order Form (or as otherwise agreed in writing by Parties).

10.6 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, this will not affect the validity, legality or enforceability of the other provisions.

10.7 No Joint Venture etc. Nothing contained in this Agreement shall be construed to imply a joint venture partnership, employer/employee or principal/agent relationship between the Parties.

10.8 Dispute Resolution. Prior to the initiation of formal proceedings, the Parties shall first attempt to resolve their dispute informally between Parties' respective senior executives at a meeting in person or by telephone to discuss and attempt to resolve the dispute. If the senior executives are unable to resolve the dispute at such meeting, then either Party shall be entitled to submit the dispute to formal dispute resolution, subject to clause 11.9.



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10.9 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties agree to submit to the exclusive jurisdiction of the courts of Singapore.