

SERVICE AGREEMENT TERMS AND CONDITIONS

This agreement is subject to the following terms and conditions, all of which are hereby agreed to:

RECITALS:

- (A) Chubb is in the business of providing fire and security systems which includes the provision of Monitoring Services through the operation of a Monitoring Centre which receives alarm signals and reports the signals to the relevant emergency service ("Monitoring Services").
- (B) The Customer requests Chubb to supply the Security Monitoring Services at the Premises for the fee set out above on the terms and conditions set out hereinafter.
- (C) Chubb will provide Alarm Monitoring Services and Other Services as described above and shall carry out at its own expense any necessary repairs or replacements to Chubb's Equipment caused by any inherent defects or fair wear and tear. All other repairs or replacements will be carried out at the expense of the Customer.

In consideration of the mutual agreements made in this Agreement, Chubb and the Customer agree as follows:

1. INTERPRETATION

- 1.1 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.2 Security Services means security services described under the scope of security services on the first page of this Agreement.
- 1.3 Emergency means on the occurrence at the Premises of which Chubb's representative becomes aware during an attendance and which the representative reasonably believes could adversely affect the security of the Premises.
- 1.4 Customer Contact means the person or persons specified as persons to be contacted in case of emergency on the first page of this Agreement.
- 1.5 Equipment means the equipment set out in the first page of the Agreement and any equipment installed in substitution thereafter.
- 1.6 The Monitoring Centre of Chubb is located at 60 MacPherson Road #05-01/07 S348615.
- 1.7 Cost Recovery Fee means the fees charged by the relevant government agency and/or authority.
- 1.8 Normal Working Hours means 0830 to 1730, subject to alteration by Chubb, Monday to Friday not including Public Holidays.

2. PROVISION OF SECURITY SERVICES

- 2.1 This Agreement shall subsist for the period specified on the first page of this Agreement and will continue until terminated by either party by written notice given by one party to the other.
- 2.2 Chubb will commence the security services and other services on the Effective Date and will provide the services throughout the term of this Agreement.
- 2.3 Chubb will use all reasonable efforts to notify the Customer Contact in the event of Emergency by telephone as soon as practicable. Once the Customer Contact has been informed, Chubb's responsibility in respect of the Emergency will be fulfilled.
- 2.4 Following connection of the System to the Monitoring Centre, Chubb will issue to the Customer its Handover Certificate stating the Connection Date and such Certificate shall be conclusive evidence of such connection.
- 2.5 Chubb shall carry out free routine service visits as shown overleaf during the validity of this Agreement. All service visits will be during Normal Working Hours.

3. PAYMENT TERMS

- 3.1 The Customer shall pay Chubb the Cost Recovery Fees charged by the relevant government agency or authority specified in this Agreement within thirty days (30) days of the date of the invoice.
- 3.2 The Customer shall pay Chubb the fees specified in this Agreement within thirty (30) days of the date of the invoice.
- 3.3 If the Customer does not pay the invoice issued under clauses 3.1 and 3.2 within the respective due dates, Chubb may within thirty days (30) days' notice:
 - 3.3.1 Suspend all work required to be undertaken by Chubb under this Agreement; and/or
 - 3.3.2 Terminate this Agreement with all outstanding amounts and the remaining balance of this Agreement as a debt due and payable immediately by the Customer to Chubb.
- 3.4 The Customer may not set off or contra charge any monies owing under this Agreement.
- 3.5 The service contract pricing is fixed for the first 12 months and Chubb reserves the right to increase the contract pricing on the anniversary date of the contract beyond the twelve (12) months period. During the terms of the contract, should any additional

taxes imposed not limited to the Government, SCDF and Telco carriers, Customer will be responsible for paying these charges as part of their service/contract fee.

4. ENTRY TO PREMISES

4.1 The Customer authorizes Chubb and its representatives to enter the Premises for the purposes of this Agreement.

5. CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGEMENTS

5.1 The Customer will except where otherwise be provided in this Agreement:

- (a) Be liable for any breach of this Agreement committed by the Customer.
- (b) Pay Chubb interest rate of 5% and such interest to be compounded yearly calculated on a day to day basis on the balance outstanding until payment is made in full.
- (c) provide a safe working environment and ensure the premises always have unobstructed access to and from the workplace, free from asbestos and absence of any unsafe conditions that may pose a risk to the health, safety, and wellbeing of Chubb's personnel. Chubb reserves the right to discontinue work until such unsafe conditions are corrected.

5.2 The Customer acknowledges that:

- (a) The Customer has not relied on any representation or warranty except as set out in this Agreement and it is reasonable for Chubb to limit its liability in the manner set in this Agreement.
- (b) The prices charged by Chubb under this Agreement are based solely on the value of the Customer's property or the property of others located on the Premises.
- (c) Payment of monies due to Chubb within the period agreed between the parties is a fundamental term of this Agreement and that to the maximum extent permitted by law Chubb shall have no liability to the Customer in respect of any act or omission on the part of Chubb for any work required to be undertaken by Chubb under this Agreement if the circumstances or event which would otherwise give rise to liability occurs at a time when the Customer is in breach of its payment obligations to Chubb.
- (d) Chubb does not monitor the continuous connection of the Customer's telephone line or telecommunications network to the Monitoring Centre. It is the Customer's responsibility to check and test the Equipment and other relevant devices on a regular basis to ensure that Alarm Signals are being received by the Monitoring Centre.
- (e) The performance of the Security Monitoring Services depends upon and may be affected by equipment and telecommunication services which are provided to the Customer by telecommunications carriers and/or other third-party providers. Chubb shall have no liability to the Customer for Security Services performance issues which are attributable to the Equipment and/or services not supplied by Chubb; in particular, the Customer, acknowledges and agrees that Chubb will not be able to provide the Security Services until such time as the telephone line communication and/or digital mobile communication or network is restored.
- (f) The performance of the Security Monitoring Services may be affected by environmental conditions (separately or in any combination) such as weather (including, without limitation, storms and lightning), temperature, geographical location, humidity, dust, dirt, the location of the Equipment, the location and layout of the Customer's premises, position of furniture, building materials used in the premises, metallic objects or features (including without limitation, concealed pipes), other electrical or electro-magnetic appliances; Chubb is not liable in any way to the Customer for any defect, fault, or malfunction of, or interruption to the Security Services caused by or contributed to by such environmental conditions.
- (g) For the avoidance of doubt, clauses 5.2(d), (e) and (f) are only applicable if Remote Monitoring Services are provided by Chubb.

5.3 The Customer: -

- (a) Shall make and pay for such arrangements with Telco or other authority as may be required by Chubb for the transmission of signals between the Premises and the Monitoring Centre.
- (b) Shall not sell, charge, pledge, part with possession of or otherwise deal with Chubb's Equipment or remove or permit it to be removed from the Premises or permit any other person to repair or replace or in any way interfere with Chubb Equipment or any part of it.
- (c) Shall pay for the reasonable cost of all work to be carried out to Chubb's Equipment and materials therefore due to damage to Chubb's Equipment unless caused by the negligence of Chubb or its servants and agents.
- (d) Shall reimburse Chubb any Cost Recovery Fee charged by the relevant government agency and/or authority under this Agreement which must be paid by the Customer (including, without limitation, costs levied by the government agency and/or authority for any accidental or false alarm). For the avoidance of doubt, the Costs Recovery Fee from SCDF or SPF shall include fixed administrative fee and processing fee charged by Chubb to process such payments to the relevant government agency and/or authority.
- (e) Acknowledges that the emergency services provided by the relevant government agency and/or authority operate according to their own procedures, protocols and performance standards, which may change from time to time, and which are fully outside of Chubb's control.
- (f) Shall indemnify:

- (i) and keep indemnified Chubb against any claims whatsoever for damage, penalties, costs and expenses and against all liabilities in respect of any patent registered design or an industrial copyright of any third party where Chubb's Equipment is made or procured for the Customer and supplied by Chubb to other than Chubb's design at the Customer's request or is used by the Customer in conjunction with other equipment not supplied by Chubb.
 - (ii) Chubb against all liability, loss, damage, penalties, costs and expenses whatsoever caused and howsoever arising and by whomsoever made including but not limited to any claim made against Chubb by the relevant government agency and/or authority due to a false alarm signal from the System unless such false alarm signal is solely attributable to a defect in Chubb's Equipment.
- (g) Shall in the case of a System connected to a Monitoring Centre monitored by Chubb notify Chubb in writing the days and times during which the Premises are normally closed. Chubb shall be entitled to assume (unless written notice shall have been received by Chubb from the Customer of any proposed alternation in such days or times) that any operation or interference with the System during such days or times is unauthorized and may notify the relevant government agency and/or authority.
- (h) Shall on the termination of this Agreement return to Chubb or permit Chubb to repossesses Chubb's Equipment.
- (i) Shall comply with such reasonable instructions as Chubb may give from time to time on the procedures involved in the handling, operation, maintenance and verification of alarms.

6. PERSONAL INFORMATION

The Customer acknowledges, confirms and agrees:-

- (a) In connection with Chubb's delivery of the Goods and/or Services, the Customer will need to provide certain personal information of its employees and Chubb will process such information for the following purposes:
 - (i) To perform Chubb's obligations under the Agreement constituted by these terms and conditions.
 - (ii) To consolidate, review, assess and evaluate Chubb's product and Services;
 - (iii) To respond to a legitimate legal request from law enforcement authorities or government regulators.
 - (iv) To support the sale or transfer of all or part of Chubb's business or assets (including, through bankruptcy or insolvency).
 - (v) To investigate suspected or actual illegal activity; and/or
 - (vi) To comply with Chubb's obligations under applicable laws and regulations.
- (b) The Customer shall have obtained the consents of such of its employees of its affiliates, agents and other partners whose personal information it has provided to Chubb in connection with and for purposes of the Agreement and the terms on which Chubb will process such personal information as set out under this clause ("Personal Information").
- (c) Chubb and its parent Company, Chubb Group Limited, are global companies with locations in many different countries. Accordingly, Chubb may transfer the Personal Information from one legal entity to another or from one country to another within the Chubb Group Limited group of companies in order to accomplish the purposes listed above. Chubb will transfer Personal Information consistent with applicable legal requirements and only to the extent necessary for the purposes set out above.
- (d) Chubb may share the Personal Information it has obtained with:-
 - (i) Its affiliates with a view to reviewing, assessing and evaluating its product and service offerings; and
 - (ii) Service providers Chubb Group Limited has retained to perform Services on its behalf, subject always to Chubb Group Limited having contractually restricted such service providers on processing the Personal Information on a basis consistent with the term set out under this clause.
- (e) The Customer may view the full text of Chubb's privacy policy, which sets out how Chubb collects and deals with the Customer's personal information <https://chubbfs.com/sg-en/privacy-policy/>. Please email global_privacy@chubbfs.com for any questions in relation to Chubb's privacy practices.

7. CHUBB'S LIABILITY

Chubb has no special knowledge of the nature and value of the contents of the premises for which the System has been specified and in which it is to be installed or serviced or of the nature of the risks to which the Premises and their contents will be or may be from time to time exposed. The potential loss or damage which the Customer might suffer is likely to be disproportionate to the sums that can be reasonably be charged by Chubb under agreements of this nature. As the Customer knows or should know the extent of such potential loss or damage and is therefore in the best position to do so it should insure against such risks. Accordingly, Chubb limits its liability to the Customer as set out below, which specifies the entire liability of Chubb including liability for negligence.

7.1 Chubb accepts liability:-

- (a) For death or personal injury resulting from negligence of Chubb, its servant or agents acting in the course of their employment;
- (b) Arising out of any breach of the obligations as to title implied by statute;

- (c) Where the Customer deals as consumer for any breach of any condition or warranty implied by statute as to the correspondence of the System with description or sample or as to its quality or fitness for purpose or particular purpose;
- (d) Up to 10% of the contract value of this Agreement for direct physical damage to the Premises or their contents to the extent to which such damage or loss is caused by negligence of Chubb or its servants or agents whilst working on the Premises on the course of their employment.

7.2 The Customer is required to notify Chubb of any claim made under clause 7.1 above as soon as reasonably possible and in any event within three months of the act, omission or occurrence giving rise to alleged damage or loss except that any claim in clause 7.1(d) above shall be notified to Chubb within thirty (30) days of the Customer suffering any alleged damage or loss.

7.3 Except as provided in clause 7.1 above Chubb shall have no liability in any circumstances whatsoever whether in contract, tort (including negligence) or from or is consequential or contingent upon a wrongful act or omission on the part of Chubb or of its servants or agents acting in the cause of their employment or (without prejudice to the foregoing) arises from or is consequential or contingent upon the operation, non-operation or faulty cooperation of Chubb's Equipment or any failure by Chubb, its servants or agents or subcontractors to transmit a signal to the relevant government agency and/or authority by reason of a Customer (or someone identifying him or herself as such) advising Chubb's Monitoring Centre operator that an alarm call was false and giving the correct code.

7.4 Chubb shall have no liability in any circumstances whatsoever whether in contract, tort (including negligence) or otherwise and whether caused directly or indirectly for financial loss or loss of profits, contracts, business, anticipated savings, use or goodwill.

7.5 Under no circumstances shall Chubb have any liability for any deliberately wrongful act, default or omission by the employee of Chubb acting in the course of his employment care and diligence on the part of Chubb as employer.

7.6 Any failure by Chubb to perform any of its obligations by reason of any cause beyond the control of Chubb, including without limitation, strike, lockouts, labor disputes, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private roads or highway, shall not be deemed to be a breach of this Agreement.

8. DURATION & TERMINATION

8.1 This Agreement shall come into force on the effective date and shall, unless earlier terminated in accordance with the provisions of this Agreement, continue in full force and effect.

8.2 The parties agree that any breach of the Customer of any provisions of this Agreement which is not rectified within seven (7) days of notification shall entitle Chubb to terminate this Agreement.

8.3 Should the Agreement be terminated under clause 8.2, all outstanding amounts and the remaining balance of the Agreement as a debt due and payable immediately by the Customer to Chubb.

9. MISCELLANEOUS

9.1 Insolvency of Customer

In the event that the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) become bankrupt or (being a Company) becomes subject to an administration or judicial management order or goes into liquidation (otherwise that for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession or a receiver is appointed, of any of the Property or assets of the Customer; or the Customer ceases or threatens to cease to carry on business; or Chubb reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly, then, without prejudice to any other right or remedy available to Chubb, Chubb shall be entitled to cancel the Agreement or suspend any further deliveries under the Agreement without any liability to the Customer, and if the goods have been delivered by not paid for, the price shall become immediately due, and payable notwithstanding any previous agreement or arrangement to the contrary.

9.2 No transfer

This Agreement is personal to the Customer, which may not without the written consent of Chubb, transfer, novate, assign, mortgage, charge (otherwise than by floating charge) or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder. Chubb may license or sub-contract all or any part of its rights and obligations under the Agreement without the Customer's consent.

9.3 Notices

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party's registered office or principal place of business or such other addresses (including Email) as may at the relevant time have been notified to the party giving the notice pursuant to this provision.

9.4 Severability

If any provision hereof is deemed to be illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and shall continue in full force and effect as if such illegal, invalid or unenforceable provision was severed from this Agreement. In the event of any conflict between the provisions of these general terms and conditions and any terms or special conditions appearing or referred to on the face of a purchase/work order if any the latter shall prevail.

9.5 No Waiver

A failure by Chubb to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a failure of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

9.6 Special Conditions

To the extent that the Special Conditions at Appendix A conflicts with any of the terms of this Agreement, the Special Conditions shall control.

9.7 Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the Parties with respect thereto, and may not be modified except by an instrument in writing signed by the Parties.

10. DISPUTE RESOLUTION & GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore and the Parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

APPENDIX A

Special Conditions, if any, shown on page 3 of this Agreement.

To the extent that this Special Conditions conflict with the Agreement, this Special Conditions shall control.