

ELEMENT MATERIALS TECHNOLOGY

ELEMENT GEOLAB (S) PTE. LTD.

TERMS AND CONDITIONS

1. Formation of Contract

- 1.1 **Terms and Conditions**
any quotation, proposal, estimate or fee quote ("**Quotation**") provided by or on behalf of the Company (as defined below) shall apply to all

LOSSES; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODS; LOSS OF CONTRACT; LOSS OF USE; LOSS OR CORRUPTION OF DATA OR INFORMATION; EX GRATIA PAYMENTS; LOSS OF GOODWILL; OR

8.3.2 ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES, FINES, PENALTIES OR EXPENSES; OR PURE ECONOMIC LOSS.

8.4 SUBJECT TO CONDITIONS 8.3

applicable health and safety regulations, and save as otherwise agreed in writing between the parties or where identification of asbestos is part of the scope of the Services to be provided by the Company to the Customer, the Customer must ensure all asbestos has been removed and/or is safely contained in every area to be visited by the Company's personnel during the visit to said premises.

- 11.3 In addition to any specific Customer obligations set out in the Quotation and the provisions of sub-condition 11.2, where Services are provided at the premises of the Customer, the Customer shall: (i) provide the Company with necessary access to any Customer premises; (ii) ensure that any premises provided by the Customer for the provision of any part of the Service is suitable for that purpose; (iii) provide all usual auxiliary

by the Customer and agreed to in writing by the Company. The Customer agrees and warrants that at the time of each disclosure of Personal Data to the Company, the Customer has obtained all necessary consents from the relevant individuals to disclose their Personal Information to the Company and the Company to collect, use and/or disclose such

Services or any other activity or purpose mutually agreed in writing at the relevant time.

20.3 Where Personal Data is Processed by a party under or in connection

Data Processor

20.3.1 not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than as required to meet the other party's (such

Data Controller

reasonable instructions (which shall unless otherwise agreed be to process Personal Data as necessary to provide the Services pursuant to the terms of this Contract), unless required by a law to which the Data Processor is subject, provided that in such a case, the Data Processor shall inform the Data Controller of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest. In particular, Customer shall not transfer any Personal Data

prior written consent;

20.3.2 upon becoming aware of any unauthorised access, collection, use, disclosure, copying, modification, or disposal of Personal Data provided by or on behalf of the Data Controller under this

Personal Data Breach

- (a) notify the Data Controller without undue delay; and
- (b) provide reasonable co-operation (at the cost of the Data Controller) to the Data Controller in connection with the Personal Data Breach;

20.3.3

foreign governmental or court restrictions, the Customer undertakes to conform to and apply the from time to time valid terms of such Export Control Licences or restrictions.

24. Anti-Corruption

24.1 The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act (Chapter 241), Penal Code (Chapter 224), the Bribery Act 2010 and the Foreign Corrupt Practices Act of 1977 ("**Anti-Corruption Laws**") and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any of the Anti-Corruption Laws. The Customer shall:

- 24.1.1 comply with the Company's Anti-corruption policies as may be notified by the Company to the Customer and updated from time to time;
- 24.1.2 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract;
- 24.1.3 promptly notify the Company (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract);

25. Notices

All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

26. No Waiver

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.

27. Governing Law

27.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed under the laws of Singapore.

27.2 Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).