

## Standard Terms and Conditions

### General

1. These Standard Terms and Conditions are hereby duly incorporated into the Agreement which they have been attached to and form part of the said Agreement.
2. In the event of any discrepancy between these Standard Terms and Conditions and the attached Agreement, the terms in the attached Agreement shall take precedence.

### Confidential Information

3. The Parties shall keep confidential and shall not use or reveal to any person in any way any proprietary, confidential or non-public information which it may acquire in relation to the other Party or the operations, clients, business or affairs of the other Party (collectively, "Confidential Information") in the course of the negotiation of or performance of its obligations under this Agreement, and must not use or disclose the Confidential Information except:
  - 3.1 for the purpose contemplated in this Agreement;
  - 3.2 with the consent of the other Party;
  - 3.3 in accordance with the order of a court of competent jurisdiction;
  - 3.4 the extent required in or in connection with legal proceedings arising out of this Agreement or relating to or in connection with the other Party; or
  - 3.5 as may be required by law, regulation, effective government policy or by any regulatory authority.
4. The Parties acknowledge the obligation that the Confidential Information provided by any Party to the other Party pursuant to this Agreement is the sole property of the disclosing Party and all title, rights and interest in the Confidential Information remain vested in the disclosing Party.
5. Any technology, Know-how and other technical information licensed or provided in any way to either Party or otherwise acquired or developed by either Party shall be used by the Party only for the benefit of

German Association of Small  
and Medium-Sized Enterprises

Permanent Representation  
Singapore

BVMW (Singapore) Pte Ltd  
RCB: 200704847M  
66 Tannery Lane  
#01-04B Sindo Building  
Singapore 347805

☎ +65 6747 8009  
✉ +65 6746 8966  
singapore@bvmwonline.com  
www.bvmw-asiapacific.com

Bank Details:  
HSBC Bank  
21 Collyer Quay  
#01-00 HSBC Building  
Singapore 049320  
Account: SGD 147-273700-001  
Swift Code: HSBCSGSG

cooperation and future investment, and shall be subject to an unanimously agree. The obligations and benefits hereunder shall survive for two (2) years after the expiration or termination of this Agreement.

6. The Parties agree to take steps to ensure that their officers, employees and consultants comply with the use of the Confidential Information under the Agreement.

### **Governing Law, Dispute Resolution**

7. This Agreement shall be governed by and construed in accordance with the laws of Singapore.
8. In the event that there are no relevant laws or regulations in Singapore governing a particular matter relating to this Agreement, reference shall be made to international customs and practice.
9. In the event of a dispute arising out of or in connection with this Agreement, such dispute shall first be resolved by mediation between the Parties within four weeks.
10. In the event that mediation does not resolve the dispute or such dispute remains unresolved within four weeks, then such dispute shall be submitted to and finally settled by arbitration to be held in the English language in Singapore pursuant to the then current rules of the Singapore International Arbitration Centre ("SIAC") before a sole arbitrator who shall be appointed by the Chairman of the SIAC.
11. The Parties agree that the decision of the arbitrator shall be final and binding.

### **Successors and Assigns**

12. This Agreement and each Party's obligation hereunder shall be binding on the representatives, assigns, and successors of such Party; provided, however, that the rights and obligations hereunder are not assignable unless agreed to in writing by both parties.

## Amendments

13. This Agreement may not be changed orally, but only by a written instrument signed by the Parties with unanimous consent and approved, if then required, by the relevant authorities of Singapore.

## Entire Agreement

14. This Agreement and the Appendices (if any) hereto constitute the entire agreement between the Parties with respect to the subject matter and supersedes all prior or contemporaneous proposals, negotiations, representations, warranties, understandings of such Parties, correspondence and all other communications (whether written or oral or express or implied) entered into prior to this Agreement in respect of the matters dealt with in it. No promise, inducement, representation or agreement other than as expressly set forth herein, has been made to or by the Parties. All modifications, waivers and amendments of or to this Agreement must be in writing and signed by the duly authorized representatives of the Parties.

## Appendices

15. The Appendices (if any) attached hereto are hereby made an integral part of this Agreement and are equally binding with the provisions hereof.

## Headings

16. The headings used herein are for convenience only and shall not be used to interpret, construe or otherwise affect the meaning of the provisions of this Agreement.

## Miscellaneous

17. In the event that any one or more provisions should for any reason be or be held invalid or unenforceable, the invalidity or unenforceability of such provision(s) shall not affect the validity of its remaining provisions.
18. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. None of the Parties shall be liable for its failure to perform its obligations under this Agreement due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, or acts in compliance with any law, regulation or order, valid or invalid.
20. This Agreement, which constitutes the entire agreement between the Parties as to the subject matter, is made in the English language only which shall be governing in every respect. Any documentation shall be admissible only if made in English. This Agreement may be amended or modified only by an instrument in writing and signed by a duly authorized representative of each of the parties.
21. The rights of either Party shall not be prejudiced or restricted by any indulgence or forbearance extended to the other Party and no waiver by any Party in respect of any breach shall operate as a waiver in respect of any subsequent breach.
22. Every Notice shall be in the English language and sent by post to the last known correspondence address of the Party or by facsimile or by email. It shall be deemed to be received if by post three days after delivery, if by facsimile and/or email on the day it was sent.
23. A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement.