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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
The Fratelli Group	5867

3. Name of Foreign Principal

The Government of the Republic of Singapore

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? July 26, 2021

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

This is a two-year contract for media/public relations consultancy services covering the period August 1, 2021 through July 31, 2023, with the option to extend for one year. Communications consulting services to be rendered include: media monitoring, strategic counsel, message and materials development, and media and public outreach support.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Communications consulting services to be rendered include: media monitoring, strategic counsel, message and materials development, and media and public outreach support. This may include:

- Monitoring news of interest to the foreign principal
- Providing advice and counsel on media strategy
- Creating a message framework and talking points
- Developing a communications strategy
- Contacting members of the media
- Coordinating interviews with members of the media
- Writing and/or disseminating materials including: press releases, media advisories, fact sheets, etc.
- Contacting potential third-party spokespersons and opinion leaders

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Registrant's activities on behalf of the foreign principal will focus on media monitoring and counsel, as well as raising awareness and deepening understanding of Singapore as a longstanding strategic partner of the United States among key stakeholder groups, including the U.S. government and its agencies, Congress, media and thought leaders. These activities may include communications with representatives of various media on behalf of the Government of the Republic of Singapore relating to legislation and congressional actions, and action by the Executive Branch and U.S. government agencies that may affect of relate to the interests of the foreign principal.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

N/A

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
N/A			

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
N/A			
		Total	

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
N/A			

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature	
August 05, 2021	Francis O'Brien	Sign	/s/ Francis O'Brien	eSigned
		Sign		
		Sign		
		Sign		

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EMBASSY OF THE REPUBLIC OF SINGAPORE

WASHINGTON, D.C.

22 July 2021

Mr Francis O' Brien
President
The Fratelli Group
1300 Connecticut Avenue NW
Suite 950
Washington DC 20036

Dear Mr O'Brien,

LETTER OF ACCEPTANCE FOR MEDIA/PUBLIC RELATIONS CONSULTANCY SERVICES

Please refer to our website notice (Tender Reference: FOR000ETT21000014) dated 26 March 2021 and your proposal dated 28 April 2021.

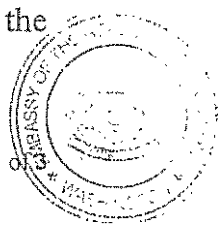
2 We are pleased to inform you that your proposal to provide media/public relations consultancy services has been accepted at a total cost of USD $432,000 (excluding VAT) for a period of two years. The Embassy may also exercise an option to extend the contract for one more year for USD $216,000. The monthly rate for these services will be USD $18,000. The contract will commence on 1 August 2021.

Scope of Work

3 The Fratelli Group shall provide the services as specified in the proposal and Requirement Specifications of the Tender Documents.

Payment Terms

4 As agreed, the Embassy will make the payments on a monthly basis, at the end of each month after it has been billed to the Embassy.



3501 International Place, N.W., Washington DC 20008 • Tel: (202) 537-3100 • Fax: (202) 537-0876

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Acceptance

5 This Letter of Acceptance is sent in duplicate. Please return one original copy signed and witnessed to:

Ms Arathi Devandran
3501 International Place, NW
Washington DC 20008

6 In addition, please return the following documents (enclosed), initialled on all pages and signed and witnessed where necessary:

a) Conditions of Contract
b) Contract Agreement

Yours Sincerely

ASHOK KUMAR MIRPURI
AMBASSADOR
For PERMANENT SECRETARY
GOVERNMENT OF THE REPUBLIC OF SINGAPORE

EMBASSY OF THE REPUBLIC OF SINGAPORE WASHINGTON

7-13 MAB

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I acknowledge receipt of this contract and the terms and conditions stated herein:

7/26/21	7/26/2021
Authorised Signature & Date	Signature of Witness & Date
	Peter W. Rodney
Name of Authorised Signatory	Name of Witness
President	VP
Designation	Designation
The Fratelli Group	The Fratelli Group
Organisation	Organisation
202.822.9491	202-822-9491
Contact Number	Contact Number
Company Stamp	

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AGREEMENT BETWEEN GOVERNMENT OF THE REPUBLIC OF SINGAPORE AND THE FRATELLI GROUP FOR PROVISION OF PUBLIC RELATIONS CONSULTANCY SERVICES FOR THE EMBASSY OF THE REPUBLIC OF SINGAPORE IN WASHINGTON D.C

This Agreement is made and entered into on 1 August 2021

Between

The Government of the Republic of Singapore as represented by the Embassy of the Republic of Singapore in Washington D.C. under the Ministry of Foreign Affairs (the "**Authority**");

And

The Fratelli Group a public relations firm with registered address at 1300 Connecticut Avenue, NW, Suite 950, Washington DC, 20036 and entity registration number 95-3446467 (the "**Contractor**"),

(collectively, the "**Parties**").

BACKGROUND

I. The Authority requires the provision of public relations consultancy services for the Embassy of the Republic of Singapore in Washington D.C and has accepted the Contractor's Tender Offer for the provision of the same.

II. The Parties have agreed to execute an integrated agreement in respect of the Contract.

The Parties hereby agree as follows:

1. Unless the context otherwise requires, all terms and references used in this Agreement and which are defined or construed in the Conditions of Contract but are not defined or construed in this Agreement shall have the same meanings and construction as set forth in the Conditions of Contract.

EMBASSY OF THE REPUBLIC OF SINGAPORE WASHINGTON

7-13 MAR.

2. The Parties hereby enter into an integrated agreement in respect of the Contract comprising the following documents as annexed:

(a) the Cover Letter;

(b) the Instructions to Tenderers;

(c) the Contractor's Tender Offer;

(d) the Conditions of Contract;

(e) the Requirement Specifications;

(f) the Letter of Acceptance;

(g) any correspondence exchanged between the Authority and the Contractor which is agreed to by the Authority in writing as amplifying or modifying the Invitation to Tender or the Contractor's Tender Offer; and

(h) any other formal document exchanged between the Parties,

including all schedules and annexes to such documents as relevant.

EMBASSY OF THE REPUBLIC OF PANAMA WASHINGTON

IN WITNESS WHEREOF, the undersigned have executed this Agreement by their duly authorized representatives, and with the intention to be legally bound, on the date first set forth above.

THE AUTHORITY

BY:

Ashok Kumar Mirpuri
Ambassador

THE CONTRACTOR

BY:

FRANCIS RIEM

[NAME]
[TITLE]

EMBASSY OF THE ... WASHINGTON

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CONDITIONS OF CONTRACT FOR GOODS AND SERVICES

1. DEFINITIONS

1.1 In these Conditions of Contract, unless the context otherwise requires:

(a) "**Authority**" means the Government of the Republic of Singapore as a whole including all its ministries, government departments and organs of state. For the avoidance of doubt, a reference to "**Authority**" does not include any Statutory Boards.

(b) "**Contract**" means the resulting contract between the Authority and the Contractor for the provision of the Goods and Services as a result of the Authority's acceptance of the Contractor's Tender Offer which terms and conditions are contained in the following:

(i) the Cover Letter;

(ii) the Instructions to Tenderers;

(iii) the Contractor's Tender Offer;

(iv) these Conditions of Contract;

(v) the Requirement Specifications;

(vi) the Letter of Acceptance;

(vii) any Purchase Orders issued by the Authority to the Contractor;

(viii) any correspondence exchanged between the Authority and the Contractor which is agreed to by the Authority in writing as amplifying or modifying the Invitation to Tender or the Contractor's Tender Offer; and

(ix) any formal agreement executed between the Parties,

including all schedules and annexes to such documents as relevant.

(c) "**Contract Period**" means the Initial Contract Period as set out in Clause A10.1, as extended from time to time by the Authority pursuant to Clause A10.2.

(d) "**Contract Price**" means the aggregate Tender Price for Goods and Services required under the Contract.

(e) "**Contractor**" means a successful Tenderer whose Tender Offer has been accepted by the Authority.

(f) "**Control**" means, with respect to a person (i) the right to exercise, directly or indirectly, at least fifty percent (50%) of the voting rights attributable to the

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shares of the controlled person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.

(g) "**Government Furnished Equipment**" or "**GFE**" means the items which the Authority provides or is required to provide pursuant to the Contract.

(h) "**Goods**" means all goods proposed in the Contractor's Tender Offer as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to supply under the Contract, including technical documentation, parts or units thereof.

(i) "**Invitation to Tender**" means the invitation to participate in the tender for the supply of Goods and Services and comprises all the tender documents forwarded to the Tenderer, inclusive of the Cover Letter, Form of Tender, Instructions to Tenderers, Conditions of Contract, Requirement Specifications, Guidelines for Tender, Evaluation Criteria and any other documents and forms enclosed.

(j) "**Letter of Acceptance**" means the letter issued by the Authority accepting the Contractor's Tender Offer.

(k) "**Losses**" means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.

(l) "**Parties**" means the Authority and the Contractor, and "**Party**" means any one of them.

(m) "**Price Schedule**" means the schedule of prices for Goods and Services proposed in the Contractor's Tender Offer and accepted in the Letter of Acceptance.

(n) "**Purchase Order**" means an order issued by the Authority, referring to the Contract, to purchase the Goods and/or Services.

(o) "**Requirement Specifications**" means the specifications set out in the Invitation to Tender and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time.

(p) "**Dollars**" means the lawful currency of the United States of America.

(q) "**Services**" means the services proposed in the Contractor's Tender Offer as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to provide under the Contract.

(r) "**Statutory Board**" means a body corporate established by or under the written law of the Republic of Singapore to perform or discharge any public function under the supervisory charge of a Ministry or organ of state.

EMBASSY OF THE REPUBLIC OF SINGAPORE WASHINGTON

7-3 MAB

(s) "**Subcontractor**" means any person, firm or company engaged by the Contractor to perform any part or parts of the Contractor's obligations and includes the Subcontractor's duly appointed representatives, successors and permitted assigns and the Subcontractor's subcontractor.

(t) "**Tender Offer**" means the offer submitted by the Tenderer to provide Goods and Services to the Authority in response to the Invitation to Tender, and other documents submitted by the Tenderer and accepted in writing by the Authority as modifying such offer submitted by the Tenderer.

(u) "**Tender Price**" in respect of any of the Goods or Services, means the sum specified in the Price Schedule (as may be varied in accordance with the Contract) for the provision of such Goods or Services under the Contract.

(v) "**Tenderer**" means a person or its permitted assignees and successors offering to provide the Goods and Services pursuant to the Invitation to Tender, and shall be deemed to include two or more persons if appropriate.

(w) "**Working Day**" means a day which is not a Saturday, Sunday or a public holiday in the United States of America.

1.2 Words importing the singular only shall also include the plural and vice versa where the context requires.

1.3 The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.

1.4 References to a person include any company, corporation, limited liability company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality).

1.5 Unless a contrary intention appears, a reference in the Contract to "including" shall not be construed restrictively but shall mean "including without prejudice to the generality of the foregoing" and "including but without limitation".

1.6 Unless otherwise provided, any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time.

1.7 In the Contract, "month" means calendar month and "day" means calendar day.

1.8 For the purposes of computing time, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

2. CLAUSE REFERENCES

2.1 All references to clauses in these Conditions of Contract or any other document, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Contract or the document in which the reference appears respectively.

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3. SCOPE OF CONTRACT

3.1 The Contractor shall carry out and complete the supply of all items of Goods and Services in accordance with the Contract.

4. DELIVERY AND PERFORMANCE

4.1 The Contractor shall, unless otherwise specified by the Authority prior to delivery or performance, deliver the Goods and perform the Services at the time(s) and place(s) and in the manner specified in the Contract. The Contractor shall obtain a receipt therefor from the Authority. The issue of such receipt shall in no way relieve the Contractor from its obligations under Clause 6 to replace defective or damaged Goods and re-perform deficient Services.

5. CARE AND DILIGENCE

5.1 The Contractor shall with due care and diligence carry out its obligations to the Authority under the Contract.

5.2 The Contractor acknowledges and accepts that the Authority relies on the skill and judgment of the Contractor and also upon the accuracy of all representations and statements made and advice given by the Contractor in the delivery of the Goods and provision of the Services under the Contract.

6. REMOVAL AND REPLACEMENT

6.1 The Authority may reject any Goods that are found on delivery, or upon installation where installation is required, to be:

(a) damaged or defective;

(b) incorrect or not in accordance with the Contract; or

(c) not newly manufactured or of unsatisfactory quality or not fit for the ordinary uses contemplated by the Authority,

(collectively, the "**Rejected Goods**"), and the Contractor shall:

(i) provide a replacement for the Rejected Goods immediately at the Contractor's own expense; and

(ii) collect the Rejected Goods at the Contractor's own expense within seven (7) days from the date of notification by the Authority and failing which, the Authority shall have the right:

(A) to claim from the Contractor storage charges and other expenses incurred in relation to the Rejected Goods until collection by the

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Contractor or disposal in accordance with sub-clause (B) below, whichever is earlier; and

(B) if the Rejected Goods are not collected after **one (1)** month from the date of notification by the Authority, to dispose of the Rejected Goods in any way the Authority deems fit and claim all expenses incurred thereby from the Contractor,

and the Authority shall be entitled to claim from the Contractor all costs and damages incurred by the Authority as a result of the Rejected Goods.

6.2 The Authority may reject any Services that are not performed in accordance with the Contract or with reasonable care, skill and diligence, and if required by the Authority, the Contractor shall re-perform such rejected Services at the Contractor's own expense.

6.3 Where any Goods or Services are rejected by the Authority pursuant to Clause 6.1 or Clause 6.2 or pursuant to any other provision of law, the Contractor shall be deemed to have completely failed to:

(a) deliver such Goods or perform such services relating to the delivery or installation of such Rejected Goods; and

(b) perform such Services,

as the case may be.

6.4 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause 6 or otherwise) shall be borne by the Contractor at all times and possession shall be deemed to have never passed to the Authority.

7. ACCEPTANCE (NOT APPLICABLE). INTENTIONALLY OMITTED.

8. WARRANTY (NOT APPLICABLE). INTENTIONALLY OMITTED.

9. TITLE AND RISK

9.1 The risk of loss or damage to the Goods or any documentation delivered pursuant to the Contract shall pass upon receipt of the Goods or documentation by the Authority. Title to the Goods shall pass from the Contractor to the Authority upon receipt.

9.2 Risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement,

repair or rectification until the modified, repaired, replaced or rectified Goods are received by the Authority.

9.3 All property from time to time furnished by the Authority to the Contractor in relation to the performance of the Contract shall at all times remain with the Authority.

9.4 Risk of loss or damage to all property at any time furnished by the Authority to the Contractor shall be borne by the Contractor from the moment the Contractor takes delivery of the property until such time as the property is delivered to and received by the Authority.

10. CONTRACTOR'S PERSONNEL

10.1 The Contractor shall provide all necessary personnel with adequate skills and required professional certification (where applicable) for the performance of the Contract. Upon request by the Authority, the Contractor shall provide evidence of certification and competency of the personnel assigned.

10.2 The Contractor shall provide to the Authority the names and particulars (in such form as may be required by the Authority) of the personnel provided by the Contractor to perform the Contract.

10.3 The personnel provided by the Contractor to perform the Contract shall be subject to the Authority's approval. Where the Contractor has proposed such personnel in its Tender Offer, the Authority's acceptance of the Contractor's Tender Offer shall not constitute its approval of such personnel.

10.4 The Authority shall not be obliged to provide any reasons for objecting to any of the Contractor's personnel. If the Authority objects by notice in writing to any personnel provided by the Contractor to perform the Contract, the Contractor shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to the Authority within three (3) days.

10.5 The Contractor agrees not to change its personnel approved under this Clause 10 without the Authority's consent, whose consent shall not be unreasonably withheld. All new or replacement personnel shall also be subject to the approval of the Authority. The Contractor shall not reduce the quality of its personnel if this may adversely affect the performance of the Contract, including the quality of the Services.

11. PAYMENT

11.1 Upon the achievement of each payment milestone set out in Schedule 1, the Contractor shall invoice the Authority for the amount set out against such payment milestone in Schedule 1 in accordance with Clause 11.4.

11.2 Against compliance with Clause 11.1, the Authority shall pay the Contractor within **thirty (30)** days from the date of the invoice by such mode of payment as the Authority and the Contractor may agree.

11.3 No payment shall be considered as evidence of the quality of the Goods or Services to which such payments relate or a waiver of any default on the part of the Contractor in the performance of its obligations, nor shall it relieve the Contractor from its other obligations under the Contract.

11.4 If requested by the Authority, the Contractor shall submit to the Authority invoices through the electronic invoicing system maintained by the Authority and such other documents through such means and in such format as may be specified by the Authority for the purposes of making payment.

11.5 The Authority shall not be required to pay for expenses or cost of whatever nature other than those expressly set out in the Contract or otherwise expressly agreed to in writing by the Authority.

12. TAXES, FEES AND DUTIES

12.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its employees in carrying out its obligations under the Contract.

12.2 If the Authority receives a request from the tax authorities to pay on behalf of the Contractor or the Contractor's employees, or to withhold payments from the Contractor in order that the Authority may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments ("**Taxes**"), the Contractor hereby agrees that the Authority may deduct such Taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

12.3 For the avoidance of doubt, in the event that withholding taxes are imposed by the tax authorities on any payments due under the Contract, the Contractor shall bear all such withholding taxes and the Authority may deduct such taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

13. DELAY IN DELIVERY AND PERFORMANCE

13.1 If the Contractor fails to deliver any Goods or complete the performance of any Services by the date(s) specified in the Contract, the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the Authority's right to terminate the Contract pursuant to Clause 18.1) to do one or more of the following:

(a) cancel all or any such Goods or Services from the Contract without compensation and obtain them (the "**Replacement Goods and Services**") from other sources and all increased costs thereby incurred shall be borne by the Contractor provided that the quantity of the Replacement Goods and Services so obtained shall not exceed the quantity stated in the Contract; or

(b) require the Contractor to pay as liquidated damages, a sum calculated at the rate of USD 600 per day (including Saturdays, Sundays and public holidays), for every day of delay until such Services are performed or cancelled pursuant to Clause 13.1(a).

13.2 The Authority shall have the right, at its sole discretion, to elect to claim actual damages from the Contractor instead of imposing liquidated damages under this Clause 13.

14. COMPLIANCE WITH LAW

14.1 The Contractor shall, at its own costs, obtain and maintain all licenses, permits, certifications and regulatory authorizations without any restriction or qualification whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

14.2 The Contractor shall, in performing its obligations under the Contract, comply with all applicable laws and shall indemnify the Authority against all penalties and liabilities of every kind for the breach of any such laws.

15. INTENTIONALLY OMITTED

16. INTENTIONALLY OMITTED

17. GIFTS, INDUCEMENTS AND REWARDS

17.1 The Authority shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any loss resulting from such termination or rescission if:

(a) any Contractor Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:

(i) doing or forbidding to do or for having done or being forbidden to do any act in relation to the obtaining or performance of the Contract; or

(ii) showing favor or disfavor to any person in relation to any contract with the Authority; or

(b) any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

17.2 In this Clause 17:

"**Anti-Corruption Laws**" means:

(a) Chapter IX of the Penal Code (Cap. 224, 2008 Revised Edition, Singapore Statutes);

(b) the Prevention of Corruption Act (Cap. 241, 1993 Revised Edition, Singapore

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Statutes); and

(c) the Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1)

(d) the Travel Act (18 U.S.C. § 1952); and

(e) mail and wire fraud statutes (18 U.S.C. §§ 1341, 1343, 1346); and

(f) any other applicable law which:

(i) prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person; or

(ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

"**Contractor Representative**" means any of the following:

(a) the Contractor;

(b) any person employed by the Contractor; or

(c) any person acting on behalf of the Contractor (whether with or without the knowledge of the Contractor).

18. TERMINATION

18.1 If the Contractor is in breach of any of its obligations under the Contract and:

(a) the Contractor fails to remedy the breach within **seven (7)** days from a written notice from the Authority to do so; or

(b) the breach is not capable of being remedied within a reasonable time,

the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) to terminate the Contract with immediate effect by written notice to the Contractor.

18.2 If any of the following events occur, the Authority shall be entitled to terminate the Contract with immediate effect by written notice to the Contractor, and the Contractor shall have no claim for any damages or compensation:

(a) the Contractor becomes insolvent;

(b) where the Contractor is a company, a receiver, liquidator or provisional liquidator is appointed over any undertaking or property of the Contractor or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of merger or restructuring) of the Contractor;

(c) where the Contractor is a partnership, the Contractor is dissolved or has a

bankruptcy order made against it;

(d) where the Contractor is an individual, the Contractor becomes bankrupt or dies;

(e) legal proceedings alleging insolvency are brought against the Contractor;

(f) any application is made for the winding-up, bankruptcy or dissolution of the Contractor; or

(g) the Contractor is debarred from participating in public sector procurement by a governmental entity.

18.3 If the Contract is terminated, the following shall apply:

(a) termination shall be without prejudice to any rights and obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;

(b) the Contractor shall immediately refund to the Authority all amounts paid to the Contractor under the Contract, less the price of the Goods and Services which have been accepted by the Authority as at the date of termination;

(c) the Contractor shall immediately deliver property belonging to or provided by the Authority pursuant to the Contract and all deliverables prepared by the Contractor for the Contract (including works-in-progress, if requested by the Authority). Works-in-progress shall be paid on a pro-rated basis at the Authority's sole discretion; and

(d) in the event of a termination pursuant to Clause 18.1 or 18.2, the Authority shall, at its sole discretion, have the right to engage another person to provide the remaining Goods and Services to be provided under the Contract, and any additional costs and expenses incurred shall be paid by the Contractor, and the Contractor shall give reasonable assistance to the incoming contractors.

18.4 Nothing in this Clause 18 shall be deemed to prejudice any other rights or remedies available to the Authority against the Contractor for any breach of the Contractor's obligations whether under the Contract or at law or in equity.

19. FORCE MAJEURE

19.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control ("**Force Majeure Event**") provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, "**Force Majeure Event**" shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires and other catastrophes.

19.2 If the effect of any Force Majeure Event continues for a period exceeding seven (7) days, the Authority may at any time thereafter give notice to the Contractor to terminate the Contract with immediate effect without being liable to the Contractor in damages or compensation.

19.3 If a Force Majeure Event occurs, the Contractor or the Authority (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under the Contract as is affected by the Force Majeure Event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.

19.4 Failure of the Contractor's Subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the control of the Contractor.

20. CORRESPONDENCE

20.1 Subject to Clause 20.2, any notice, request, waiver, consent or approval ("**Notice**") shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by certified U.S. mail, postage prepaid, or fax to the Party as follows:

(a) in the case of the Contractor, the address and fax number set out in the Tender Offer; and

(b) in the case of the Authority, the following address and fax number:
Embassy of the Republic of Singapore in Washington D.C.
3501 International Place NW, Washington DC 20008
Fax: +1 (202) 537 7086

20.2 Any Notice may be made by the Authority to the Contractor by electronic mail or other electronic means and shall be deemed to have been duly given or made when it is sent to the Contractor's electronic mail address identified in the Tender Offer.

20.3 Either Party may change its address, fax number and (in the case of the Contractor) electronic mail address referred to above by giving the other Party written notice of the change.

21. LANGUAGE

21.1 The English language version of the Contract shall be the official version and govern the interpretation of the Contract.

21.2 All data, documents, descriptions, diagrams, books, catalogues, instructions, markings for the Goods and correspondence shall be written in readily comprehensible English language.

21.3 The personnel of the Contractor and any Subcontractor shall be proficient in both written and spoken English for the purpose of performing the Contractor's obligations under the Contract.

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22. CONSORTIUM

22.1 As used in the Contract, "**Consortium**" means an unpopulated joint venture operating as a partnership.

22.2 Each member of the Consortium shall be jointly and severally responsible to the Authority for performance of the Contract.

22.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.

22.4 Any additional member(s) added to the Consortium pursuant to Clause 22.3, shall be deemed to be included in the definition of the term "Contractor".

22.5 If any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt by a duly constituted judicial tribunal, or goes into liquidation, is wound up or ceases to exist in accordance with the laws of the state of incorporation, or organization, as applicable,:

(a) the Contract shall continue and not be terminated, and

(b) the remaining member(s) of the Consortium shall remain bound to the terms of the Contract.

23. SUB-CONTRACT, TRANSFER AND ASSIGNMENT

23.1 The Contractor shall not, without the prior written consent of the Authority, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.

23.2 The Contractor shall be responsible for the acts, defaults, negligence and omissions of any Subcontractor, their agents, servants or workmen.

24. DEFAULT INTEREST (NOT APPLICABLE). INTENTIONALLY OMITTED.

25. REMEDIES

25.1 The rights and remedies of a Party under the Contract are cumulative and are without prejudice and in addition to any rights or remedies such Party may have at law or in equity. No exercise by a Party of any one right or remedy under the Contract, or at law or in equity shall operate so as to hinder or prevent the exercise by it of any other right or remedy under the Contract, at law or in equity.

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25.2 The Authority shall have the right, at its sole discretion, to elect to claim actual damages from the Contractor instead of imposing liquidated damages under the Contract.

26. AMENDMENTS

26.1 No amendment to the Contract shall be valid unless agreed upon in writing and signed by the authorized signatories of both Parties.

27. WAIVER

27.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred under the Contract or at law or in equity, or arises from any breach by the other Party, (a) be deemed to be or be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.

27.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.

27.3 Any waiver granted under the Contract must be in writing and may be given subject to conditions. Such waiver under the Contract shall be effective only in the instance and for the purpose for which it is given.

28. SET-OFF

28.1 Whenever under the Contract any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other agreement with the Authority.

29. ENTIRE AND WHOLE AGREEMENT

29.1 The Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.

30. SEVERABILITY

30.1 In the event any provision in the Contract is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of the Contract shall not be affected.

31. INTENTIONALLY OMITTED

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32. SURVIVING PROVISIONS

32.1 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including Clauses 17 (Gifts, Inducements and Rewards), 18.3 and 18.4 (Termination), 20 (Correspondence), 24 (Default Interest), 25 (Remedies), **Error! Reference source not found.** (Variation), 27 (Waiver), 28 (Set-off), 29 (Entire and Whole Agreement), 30 (Severability), 32 (Surviving Provisions), 33 (Governing Law), 33A (Escalation of Disputes), 34 (Mediation), 35 (Dispute Resolution) and 36 (Order of Precedence), shall survive the termination or expiry of the Contract.

33. GOVERNING LAW

33.1 The Contract shall be deemed to be made the District of Columbia, U.S.A. All disputes, claims, or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Contract, or the negotiation, execution or performance of this Contract, shall be governed by, and enforced in accordance with, applicable federal law and the laws of the District of Columbia, without regard to principles of conflict of laws.

33A. ESCALATION OF DISPUTES

33A.1 In the event of any dispute, claim, controversy, question or disagreement arising out of or relating to the Contract or its subject matter or formation (a "**Dispute**"), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each Party (each, an "**Officer**") who shall negotiate in good faith with a view to resolution of such Dispute.

33A.2 If such Dispute is not resolved by agreement between the Officers within seven (7) days after the date of referral of the Dispute to the Officers, any Party may proceed to give the other Party written notice for mediation as contemplated in Clause 34 (Mediation).

34. MEDIATION

34.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clauses 33A and 34.3, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of of the Singapore International Mediation Centre/JAMS/or a Mediation institution at the discretion of the Authority. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 34.1 if they have gone through at least one mediation session with of the Singapore International Mediation Centre/JAMS/or a Mediation institution at the discretion of the Authority.

34.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 34.

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34.3 The mediation session is to commence no later than **ninety (90)** days from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.

34.4 Failure to comply with Clause 34.1 or 34.2 shall be deemed to be a breach of the Contract.

35. DISPUTE RESOLUTION

35.1 Each Party irrevocably agrees and submits to the exclusive jurisdiction of the state or federal courts of the District of Columbia.

36. ORDER OF PRECEDENCE

36.1 In the event and to the extent only of any conflict between any provisions of the Contract, the conflict shall be resolved, subject to Clause 36.2, in accordance with the following order of precedence:

(a) these Conditions of Contract;

(b) the Requirement Specifications;

(c) the Letter of Acceptance;

(d) the Purchase Orders, if any;

(e) any formal agreement executed between the Parties;

(f) the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Tender Offer).

36.2 Where the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Tender Offer) contains provisions which are more favorable to the Authority in relation to the rest of the Contract, such provisions of the Contractor's Tender Offer shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision is more favorable to it in relation to the Contract.

36.3 For the avoidance of doubt, this Clause shall form an integral part of the Conditions of Contract referred to in Clause 36.1(a).

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COMPENDIUM OF ADDITIONAL CLAUSES (SERVICES)

A1. SECURITY DEPOSIT FOR PERFORMANCE (NOT APPLICABLE)

A2. SECURITY DEPOSIT FOR ADVANCE PAYMENT (NOT APPLICABLE)

A3. OPTION TO PURCHASE (NOT APPLICABLE)

A4. CONFIDENTIALITY AND SECURITY

A4.1 Except with the written consent of the Authority, the Contractor shall:

(a) treat as strictly confidential and not disclose any Confidential Information to any person other than employees, servants and agents of the Contractor or its Subcontractors on a need-to-know basis for the purposes of performing the Contractor's obligations under the Contract; and

(b) only use the Confidential Information for the sole purpose of performing the Contractor's obligations under the Contract and shall not use it for any other purpose.

A4.2 The Contractor shall take all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorized person from having such access to such Confidential Information. The Contractor shall ensure that all its employees, servants and agents and those of its Subcontractors and agents to whom Confidential Information is to be made available observe the obligations contained in this Clause A4 and shall, at the request of the Authority, ensure that each of its employees, servants and agents and those of its Subcontractors and agents sign an agreement to safeguard official information in the form set out in Annex I, if they have not already done so.

A4.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Authority.

A4.4 For the purposes of this Clause A4, "**Confidential Information**" means any information received or obtained as a result of entering into the Contract (or any agreement entered into pursuant to the Contract), including:

(a) information which relates to the Authority;

(b) information which relates to the existence and the provisions of the Contract or any Purchase Order, or of any agreement entered into pursuant to the Contract; or

(c) any analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information,

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but does not include information that is:

(a) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Contractor, its employees, servants, agents or Subcontractors;

(b) lawfully in the possession of the Contractor or already known to the Contractor on a non-confidential basis prior to the Contractor receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or

(c) independently developed by the Contractor.

A4.5 The Contractor shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Contractor pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided the Contractor shall, to the extent practicably possible and permissible by law or regulations, give the Authority prompt and prior notice of any such requirement and shall cooperate with the Authority to limit the scope of such disclosure to the maximum extent legally possible.

A4.6 No later than one (1) day from the termination or expiry of the Contract, the Contractor shall:

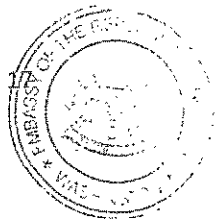
(a) return all Confidential Information received from the Authority for the purpose of the Contract and all documents and copies thereof produced in the course of performing its obligations under the Contract;

(b) securely destroy and erase all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever; and

(c) upon completion of the obligations under Clauses A4.6(a) and (b), provide a written confirmation that it has complied with Clauses A4.6(a) and (b).

A4.7 The Contractor shall immediately notify the Authority where the Contractor becomes aware of any breach of this Clause A4 by its employees, servants, agents and Subcontractors and cooperate at its own costs with the Authority to limit the extent and impact of such breach.

A4.8 This Clause A4 shall survive the termination or expiry of the Contract.



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A5. DATA PROTECTION AND SECURITY (NOT APPLICABLE). INTENTIONALLY OMITTED.

A6. INDEMNIFICATION

A6.1 The Contractor shall indemnify and keep indemnified the Authority against any and all Losses sustained, incurred, paid by or suffered by the Authority arising out of or in connection with any act or omission on the part of the Contractor, Subcontractor or any of their directors, officers, personnel, employees, servants or agents (the "**Contractor Parties**") unless the Contractor can show that:

(a) it is not due to the Contractor's breach, failure or delay in the performance of the Contract; and

(b) it is not due to the negligent, unlawful or wrongful action or omission, fraud, bad faith, wilful misconduct or breach of any duty of any of the Contractor Parties.

A6.2 If any claim is commenced against the Authority that may give rise to a claim against the Contractor under Clause A6.1, notice thereof shall be given to the Contractor as soon as practicable.

A6.3 Upon receipt of such notice, if required by the Authority, the Contractor shall immediately take control of the defence and investigation of such claim and shall employ and engage attorneys reasonably acceptable to the Authority to handle and defend the same, at the Contractor's sole cost and expense.

A6.4 In the event the Contractor takes control of the defence and investigation of the claim, the Authority shall co-operate, at the cost of the Contractor, in all reasonable respects with the Contractor and its attorneys in the investigation, trial and defence of such claim and any appeal arising therefrom; provided, however, that this will not limit the Authority's right to participate, at the Contractor's cost and expense, through their attorneys or otherwise, in such investigation, trial and defence of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Contractor shall be entered into without the consent of the Authority.

A6.5 Notwithstanding anything to the contrary in the Contract, the Authority shall, at all times, have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of the Contractor. If required by the Authority, the Contractor shall immediately relinquish control of the defence and investigation of such claim.

A6.6 This Clause A6 shall survive the termination or expiry of the Contract.

A7. LIMITATION OF LIABILITY

A7.1 The aggregate liability of the Contractor to the Authority in respect of all breaches under the Contract shall not exceed the Contract Price.

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A7.2 The aggregate liability of the Authority to the Contractor in respect of all breaches under the Contract shall not exceed the Contract Price.

A7.3 None of the limitations contained in this Clause A7 shall apply to any claim:

(a) relating to any death or personal injury;

(b) relating to any patent, copyright or other intellectual property right infringement;

(c) which arises or is increased as a consequence of fraud, fraudulent misrepresentation, wilful misconduct or gross negligence by the Contractor, its Subcontractors or any of their respective directors, officers, employees or agents; or

(d) under any indemnity provided under the Contract (other than a claim relating to the Contractor's breach, failure or delay in the performance of the Contract).

A8. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS (NOT APPLICABLE). INTENTIONALLY OMITTED

A9. INTELLECTUAL PROPERTY INDEMNIFICATION (NOT APPLICABLE). INTENTIONALLY OMITTED

A10. COMMENCEMENT AND DURATION OF CONTRACT

A10.1 The Contract shall commence on the date of commencement stated in the Letter of Acceptance or any other formal agreement executed between the Parties and shall remain in force for a period of two (2) years (the "**Initial Contract Period**").

A10.2 The Authority shall have the option to extend the Initial Contract Period by one (1) year to be determined in the Authority's sole discretion on the same terms and conditions contained in the Contract and on any other terms that may be mutually agreed in writing between the Parties. The Authority shall exercise such option by giving at least one (1) month's written notice to the Contractor. Any subsequent extension will be mutually agreed in writing between the Parties and will be on the same terms and conditions contained in the Contract.

A11. SUPPLY OF GOODS AND SERVICES AS AND WHEN REQUIRED BY THE AUTHORITY

A11.1 The Authority may engage the Contractor for the supply of Goods or Services from time to time by issuing a Purchase Order.

A11.2 All Purchase Orders shall state the Goods or Services to be supplied and shall also state the aggregate Tender Price of all Goods and Services specified in such Purchase Order.

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A11.3 Where the Contractor receives, during the Contract Period, any Purchase Order for Goods or Services, the Contractor shall supply the Goods and Services specified in the Purchase Order in accordance with the Contract.

A11.4 The Authority shall be under no obligation to purchase any Goods or Services except to the extent of a Purchase Order for Goods or Services issued by the Authority.

A12. INSURANCE

A12.1 The Contractor:

(a) shall at all times, at its cost and expense, procure and maintain with reputable licensed insurers, the insurance coverage set out in Schedule 1;

(b) shall, if required by the Authority, deliver to the Authority evidence that the Contractor has maintained each of the insurances required to be maintained under this Clause A12; and

(c) shall, and shall use its best efforts to ensure that the insurer shall, give to the Authority at least fourteen (14) days' (or such shorter period as may be agreed between the Contractor and the Authority) prior notice of any cancellation or material change.

A12.2 Each of the insurances required to be maintained under this Clause A12 shall:

(a) be taken out in the joint names of the Contractor and the Authority or, be noted, by endorsement on such insurances (in such form as may be reasonably acceptable to the Authority), with the interest of the Authority;

(b) name the Authority as loss payee or beneficiary;

(c) acknowledge that the Contractor is the sole party liable to pay the premiums in respect thereof; and

(d) provide that such insurances may not be altered or amended without the prior consent in writing of the Authority.

A13. EXIT MANAGEMENT

A13.1 During the Transition Period, the Contractor shall, at its cost and expense, make available to the Authority and any third party succeeding the Contractor appointed by the Authority ("**Incoming Contractor**") such documents and records and provide such assistance (including briefings and training) as the Authority or the Incoming Contractor may reasonably require to allow an orderly transition to the Incoming Contractor with minimal disruption.

A13.2 In the Contract, "**Transition Period**" means:

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(a) the period of one (1) month before the expiry or termination of the Contract; or

(b) where the notice period for termination of the Contract is shorter than the period referred to in Clause A13.2(a), the period of one (1) month commencing from the date of notice of such termination.

A13.3 This Clause A13 shall survive the termination or expiry of the Contract.

A14. INSPECTION

A14.1 The Contractor shall allow the Authority to conduct investigations, audits or inspections at any location in which the Contractor is providing or has provided Goods and Services under the Contract, for the purpose of ensuring proper compliance with the Contract. The costs of conducting any such investigation, audit or inspection shall be borne by the Contractor.

A14.2 The Contractor shall cooperate with and provide all support, information and assistance necessary to the Authority or the auditor (including access to the Contractor's financial records) for the conduct of the investigations, audits or inspections referred to in Clause A14.1 at no charge to the Authority. The Authority reserves the right to conduct spot-checks on the Contractor for the purpose of such investigations, audits or inspections.

A14.3 All investigations, audits or inspections referred to in Clause A14.1 shall be in the form of a government audit, or a third-party audit conducted by a reputable audit firm acceptable to the Authority.

A15. TERMINATION FOR CONVENIENCE

A15.1 The Authority shall have the right to terminate the Contract for convenience by giving one (1) month's written notice to the Contractor without having to assign any reason, and the Contractor shall have no claim for any damages or compensation.

A16. TERMINATION FOR CHANGE IN CONTROL

A16.1 If the Contractor suffers a change in Control, the Authority shall have the right to terminate the Contract by giving one (1) month's written notice to the Contractor and the Contractor shall have no claim for any damages or compensation.

A17. QUALITY ASSURANCE AND INSPECTION OF GOODS AND SERVICES (NOT APPLICABLE). INTENTIONALLY OMITTED.

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A18. INSPECTION OF GOODS IF REQUIRED BY THE AUTHORITY (NOT APPLICABLE). INTENTIONALLY OMITTED

A19. SAMPLES TESTING (NOT APPLICABLE). INTENTIONALLY OMITTED

A20. INCOTERMS (NOT APPLICABLE). INTENTIONALLY OMITTED

A21. ADEQUACY OF DESIGN (NOT APPLICABLE). INTENTIONALLY OMITTED

A22. MINIMUM QUANTITY (NOT APPLICABLE). INTENTIONALLY OMITTED

A23. OBSOLETE PRODUCT (NOT APPLICABLE). INTENTIONALLY OMITTED

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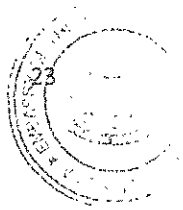
SCHEDULE 1

PAYMENT MILESTONES

Milestone	Amount
Month of Service	Monthly price of services performed.



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SCHEDULE 2

INSURANCES

1. Public liability insurance against any claims brought for personal injury, death or damage to property of third persons in such amounts and to such extent as may from time to time be usual and prudent for companies carrying on similar businesses.

2. Professional liability insurance covering medical treatment and related claims by the janitors deployed by the Contractor.

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ANNEX I

AGREEMENT TO SAFEGUARD OFFICIAL INFORMATION

TENDER REFERENCE NO. : FOR00ETT21000014

To: The Government of the Republic of Singapore

My attention has been drawn to the Official Secrets Act (Chapter 213, Revised Edition 2012, Singapore Statutes) and in particular to section 5 thereof which relates to the safeguarding of official information.

2 I understand and agree that all official information acquired by me in the course of my work and consultancy with any government department, statutory board or government-owned company is strictly confidential in nature, and agree not to publish or communicate such information to any unauthorized person in any form at any time, without the official sanction of the relevant Permanent Secretary.

3 I shall ensure that any other person who is authorized by me to have access to any official information shall similarly sign an agreement to safeguard official information.

4 I agree to return any document received from the Government of Singapore, any other copies made or reproduced from such document or part thereof whenever required by the Government of Singapore.

5 I further understand and agree that any breach or neglect of this agreement may render me liable to prosecution under the Official Secrets Act or civil proceedings.

FRANCIS O'BRIEN
(Signature)

FRANCIS O'BRIEN
(Name)

PRESIDENT
(Designation)

THE FRENELLI GROUP
(Name of Company)

7/26/21
(Date)

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FORM OF TENDER

To:
Government of the Republic of Singapore c/o the Embassy of the Republic of Singapore in Washington D.C. under the Ministry of Foreign Affairs of the Republic of Singapore ("**Singapore**", "you", or "your")

Name(s) of Tenderer(s) (the "**Tenderer**", "we", "our", or "us"):[1] The Fratelli Group

Address of Tenderer: The Fratelli Group

1300 Connecticut Avenue, NW

Suite 950

Washington, DC 20036

TENDER REFERENCE NO: FOR000ETT21000014

PROVISION OF PUBLIC RELATIONS CONSULTANCY SERVICES FOR THE EMBASSY OF THE REPUBLIC OF SINGAPORE IN WASHINGTON D.C

1 Tenderer offers and agrees, upon Singapore's acceptance of this Tender Offer, to supply goods and services as specified in the Requirements Specifications in accordance with your Invitation to Tender and the terms and conditions as agreed upon between you and us. Capitalised words and phrases used in this Form of Tender shall, unless the context otherwise requires, bear the meanings assigned to them in Clause 1.1 of the Conditions of Contract.

2 Our Tender Offer is fully consistent with and does not contradict or derogate from anything in your Invitation to Tender or downgrade anything in the Requirement Specifications. We may include in our Tender Offer alternative offer(s) which comply with your Invitation to Tender.

3 Where required by you, we shall execute an integrated agreement in the appropriate form incorporating the terms and conditions agreed upon between you and us. Until an integrated agreement is executed, this Tender Offer together with your written acceptance thereof, shall constitute a binding contract between us.

4 Our offer is valid for the Validity Period as specified in the Invitation to Tender.

5 Our prices for the goods and services to be supplied by us are stated in the price schedule attached to our Tender Offer.

6 We agree to give you any further information which you may require.

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[1] If the Tender Offer is submitted by a consortium, each member of the consortium shall be named. The Lead Member of the consortium shall submit the Tender Offer on behalf of the consortium members. Documentary proof must be provided that the Lead Member is authorized by all members of the consortium to submit, sign the Tender Offer, receive instructions, give any information, accept any contract and act for and on behalf of all the members of the consortium. Each member of the consortium shall be listed. For example, the Name(s) of Tenderer(s) field should read "[Name of Lead Member], acting in its own name and in the name and for and on behalf of [Name(s) of other Consortium Member(s)]".

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7 We certify and declare that the information provided in our Tender Offer is true and correct.

8 We warrant, represent and declare that we have the power to enter into, perform and deliver, and have taken all necessary action to authorize our entry into, performance and delivery of, the binding agreement upon your written acceptance of our Tender Offer.

Dated this 28th day of April, 2021

[NAME OF TENDERER]
Tenderer's entity registration number: 95-3446467

By: _____
Signature

Name: Peter W. Rooney

Title: Principal

FOR MAR