

TERMS & CONDITIONS FOR WELS CERTIFICATION

1. General

SETSCO Services Pte Ltd (SETSCO) Certification Body is an independent third party organization providing services in product certification on the basis of the requirements of national and international norms and standards. SETSCO operates under ISO/IEC 17065 accreditation by SAC (Singapore Accreditation Council), using the latest normative accreditation guidelines as below:

- (A) Water Efficiency Labeling Scheme (WELS):
PUB WELS Guidebook
SAC CT-19

2. Terms and Definitions

Client	Refers to <i>either</i> the Applicant <i>and/or</i> the Certified Product Organization
Customer	Refers to the Certified Product Organization's client
Certificate (also known as Certificate of Conformity)	Refers to the formal attestation of compliance issued by the Certification Body
SETSCO Certification Body (SCB)	Refers to the SETSCO Certification Body which is owned by SETSCO Services Pte Ltd which has the authorization to issue certificates
Registered Supplier	Refers to a client who has a registered office in Singapore
SETSCO	Refers to SETSCO Services Pte Ltd

3. Scope

This document is applicable to all the Clients and members of the Certification Body (wherever applicable). Participation in the schemes is voluntary and all participants shall adhere to this Terms and Conditions at all times.

This Terms and Conditions should be read in conjunction with the other certification criteria documents of the respective schemes.

4. Certification Policies

- 4.1 The official application, together with the fees paid, shall only be valid within 1 year from the date the application has been lodged by the Applicant. The application or any fees made in relation to it, is non-transferable and shall only be valid for the location of the company stated therein.
- 4.2 A Certificate of Conformity will be issued to a qualified and certified Organization by SCB.
- 4.3 SCB will publish a listing of Certified Organizations in its website.

5. Obligations of the Certified Organizations

Clients shall comply with the following conditions:

- 5.1 Offer to all of its customers a standard service consistent with this Terms and Conditions and all related normative documents to which its certification has been based upon
- 5.2 Fulfills the certification requirements which includes implementing appropriate changes when they are informed by SCB

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- 5.3 Continue to comply to the product requirements as stated in normative documents for certification activities with ongoing production
- 5.4 Immediately notify SCB, where applicable, on any of the following:
- (i) Any change in its legal, commercial, ownership or organizational status (including key staff) who could affect the performance or competence of the certification.
 - (ii) Any change in their premises, including change of location which may affect their management system, their service, their products, their process or their skills. Any breach of this obligation to inform such information may lead to the withdrawal or termination of the certificate.
 - (iii) Any lawsuit or criminal investigation of the Client or its key staff.
 - (iv) Any changes to the scope of certification.
 - (v) Any changes to the product that may affect the reliability, water contamination and water efficiency of the product
 - (vi) Any significant changes in main policies; and
 - (vii) Any other matters that may affect the ability of the Client to fulfill requirements of its certification. Including any major non-conformity identified during internal and/or customer audits (however named) undertaken by its customers, its partners or public authorities.
- 5.5 Adhere to the rules for the use of SETSCO Mark, including all other marks which SCB has been allowed to use, and any reference made to its certification status.
- 5.6 Not to use the certification status in such a manner as to bring SETSCO into disrepute, and to not make any statement related to the certification which SETSCO may consider misleading or unauthorized;
- 5.7 Provide all certification documents to others in their entirety or as specified in the certification scheme
- 5.8 In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of SCB or as specified by the scheme owner
- 5.9 Keeps record of all known complains relating to compliance with certification requirements and make these records available to SCB when requested, and
- a) Takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification
 - b) Document the action to resolve the complaints
- 5.10 The Client shall nominate a representative to facilitate the exchange of information between itself and the Certification Body on all matters relating to certification activities;
- 5.11 Make prompt payment to SETSCO of all necessary fees levied by SCB;

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- 5.12 Upon the withdrawal of certification forthwith discontinue its use of reference to its certification and withdraw all advertising materials which contains any reference to its certification;
- 5.13 Make a clear and unequivocal statement in all contacts with its customers that the certificate of certification does not, in any way implies that the product is approved by SETSCO or the scheme owner;
- 5.14 Not represent, or hold itself as being an agent or partner of SETSCO, nor make any representatives on behalf of SETSCO.

6. Registered Supplier Seeking Multiple Certifications from Certification Body

- 6.1 A registered supplier who seeks certification of their product with SCB shall declare the status of certification they have with the previous certification body, if any.
- 6.2 If the registered supplier has previously sought certification with another certification body but in its certification attempt, the registered supplier is required to submit the latest report of the outcome of their application to SCB from the previous certification body and indicate the modifications made to the product, if any.
- 6.3 If the registered supplier made the declaration that they had yet to seek certification with any other certification body, SCB shall require the registered supplier to make a declaration of their status at the point of application.
- 6.4 If SCB finds out that the registered supplier has earlier approached another certification body but failed in their certification attempt, SCB shall require the registered supplier submit the latest report prepared by the previous certification body and highlight any modifications made to the product.
- 6.5 Failure to comply to Clause 6.4 shall render the application to be denied or certification withdrawn.

7. Confidentiality

- 7.1 All information provided by any Client in relation to preliminary enquiries or to an application for certification and all information obtained in the course of, or in connection with, an assessment of a Client shall be completely confidential. SCB organizational members shall undertake and shall always observe the duty of confidentiality provided. However, this clause shall not apply to information in the public domain and information in possession of SETSCO prior to any submission made by the Client.
- 7.2 SCB shall not disclose confidential information about a particular Client without written consent from the Client, except where the law requires such information to be disclosed without such consent.

8 Conflict

- 8.1 Certification Body Organizational members including Governing Board, Certification Committee and Appeal Committee members considered having commercial, financial or other pressures or conflicts of interest that might cause them to act in other than an impartial or non-discriminatory manner shall not be involved in the assessment and evaluation of the Client.
- 8.2 Client shall liaise with the Certification Body secretariat on all matters relating to certification and shall not communicate directly with any of the reviewers and/or certification officers on such matters.

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9 Complaints

- 9.1 Any complaints should be made in writing to the Certification Body secretariat and such complaints should bear the name, designation, company and signature of the sender.
- 9.2 Any written complaints shall include objective evidence(s) to support the complaints, where possible.
- 9.3 Any written complaints received will be duly acknowledged and the sender will be informed of the outcome.
- 9.4 The certified organization (Client) shall keep a record of all complaints received and make this available to Certification Body upon request. The certified organization shall take appropriate action with respect to the complaints received from its customer and all actions shall be recorded.

10 Appeal

- 10.1 Appeals made in writing against any decision for the suspension or withdrawal of certification or any dispute concerning the interpretation of criteria must be made no later than one (1) month from the date of suspension, withdrawal or dispute. Such appeal, which shall be submitted to SCB through Certification Body secretariat, will be considered by its Appeal Committee acting on the advice of the Governing Board. Certification Body may co-opt technical experts as and when required.
- 10.2 The decision of the Appeal Committee shall be final and shall not be called into question or subject to review or appeal by any court of law.

11 Significance of Certification

- 11.1 Certification should not be regarded as in any way diminishing the normal contractual responsibilities between the Client and its customers. While the certification is the indication of the integrity and competence of the Client, it does not constitute a guarantee by the SCB of the competence of the Client in any particular case.
- 11.2 SETSCO is in no way responsible for the charging arrangement between a Client and its customers.

12 Conditions and Procedures for Granting, Maintaining, Extending, Suspending and Withdrawing Certification

12.1 Granting Certification

- 12.1.1 Certification is granted upon applicant's satisfactory compliance to the relevant standard and Certification Body requirements after the review by the Reviewer and approval from the program manager.
- 12.1.2 Certification may include conditions, which might require corrective action be submitted on the date decided by the Certification Body. All Corrective actions must be satisfactorily closed by the given date. In such cases when this may not be possible, the Client can request for an extension for completion. Failure to satisfactorily resolve the Corrective action(s) will result to deferment or denial of certification.

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12.2 Maintaining Certification

12.2.1 In order for a client to maintain its certification with SETSCO, the client must maintain compliance to the relevant Certification Body, national standards and international standards. The client shall inform the Certification Body if there are any changes to the product(s) that may affect the water efficiency, water contamination and reliability of the product. The Certification Body shall then evaluate the changes to the product in accordance to the necessary requirements.

12.3 Certification Contract Period

The certification is valid on the following conditions:

- a) No changes made to the product that may affect the water efficiency, water contamination and reliability of the product.
- b) The product is supplied and distributed in Singapore
- c) No withdrawal or revocation is issued by the Public Utilities Board (PUB)

12.4 Notification of Changes and Extension of Scope

12.4.1 Certified organizations are required to inform SCB of any changes which may impact their certification and the scope of their certification.

12.4.2 Where the certified organization intends to introduce a new product / category not included in its certification scope, a request for extension or amendment of scope must be filed to the Certification Body. Appropriate standards of production and evidence of competency in this scope must be submitted to Certification Body for evaluation and review.

12.4.3 The Client shall be subjected to pay administrative fee and other necessary fee for changes resulting, but not limited to, replacement or issuance of additional certificate(s).

12.5 Denial of Certification

Any of the following circumstances may result to denial of certification:

- (i) The applicant for certification willfully made a false statement or otherwise purposefully misrepresented the applicant's operation or its compliance with the certification requirements
- (ii) Corrective actions issued by the Certification Body is not addressed within 6 months
- (iii) Failure to provide latest report prepared by other certification bodies and highlight any modifications made when seeking multiple certifications.

12.6 Sanctions

Failure to meet any of the terms of the certification contract or gross breaches of the requirements of the certification criteria and basic standards may result in the suspension or withdrawal of certification. The Certification Body shall inform PUB of the lapse in meeting the certification criteria and shall act according to the recommendations of PUB.

A formal suspension or withdrawal letter shall be sent to the Client for notification. The letter shall contain the following:

- 1. the reasons for the suspension or withdrawal
- 2. the effective date
- 3. the right to file an appeal

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4. conditions under which suspension will be revoked

In the event that suspension was due to a defective product, SCB reserves the right to halt subsequent production or instruct the certified organization for a product recall if necessary, pending investigation by the Certification Body.

Upon fulfillment of the indicated conditions within the specified period, SCB shall lift the suspension and notify the client accordingly; otherwise the certification may be withdrawn should the breach persists.

Upon lifting the suspension, SCB shall return the suspended certificate to the client or issue a revised certificate should the scope of certification changes. The status of the client's certificate shall be updated in its public domain and uploaded in PUB's website.

12.8 Withdrawal of certification

SCB may withdraw the certification of the client, with the notification from PUB under the following circumstances:

1. Gross breaches in meeting the certification criteria
2. Changes made to products not fulfilling the original certified product
3. Misuse of certification mark, logo, certificates, water efficiency label etc
4. Failure to meet its financial obligation to SETSCO
5. Failure to provide latest report prepared by other certification bodies and highlight any modifications made when seeking multiple certifications.
6. Failure to comply with any sanctions imposed
7. Any other serious breaking of applicable requirements of rules of procedure of Certification Body

Upon withdrawal of certification, the client must cease all claims of the use SETSCO logo and name, destroy or return all certificates, labels, advertising and marketing material containing reference to SCB Product Certification Scheme or WELS.

12.9 Termination of certification

The client may have its certification terminated upon making an application to PUB.

The Certification Body shall terminate the certification upon receiving notice from PUB of the withdrawal of product.

Upon termination of certification, the client must cease all claims of the SETSCO logo and name, destroy or return all certificates, labels, advertising and marketing material containing reference to SCB Product Certification Scheme or WELS.

12.10 Reduction/ Expansion of certification

SCB may reduce/ expand the certification of client upon written request by the client itself or upon any non fulfillment of relevant product certification requirements.

Upon reduction/expansion of certification, the client must destroy or return all certificates. All advertising and marketing material containing reference to SCB Product Certification Scheme shall reflect accurately the scope of certification.

SCB shall issue a revised certificate should the scope of certification changes and update the status of the client's certificate in its public domain.

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12.11 Reinstatement of Certification

Reinstatement of certification is only achieved if the client re-applies for certification and has demonstrated compliance to the previous issues which resulted to its withdrawal or termination including any other new conditions (if applicable) that may arise from the re-application. As such, Client shall be subjected to a full application process and applicable fees.

13 Limitation of Liability

13.1 SCB undertakes to exercise due care and skill in the performance of the services and accepts responsibility only in cases of proven negligence.

13.2 SCB shall not be liable to the Client nor to any third party:

- (i) for any loss, damage or expense arising from (1) a failure by Client to comply with any of its obligations herein (2) any actions taken or not taken on the basis of the Reports or the Certificates; and (3) any incorrect results, Reports or Certificate arising from unclear, erroneous, incomplete, misleading or false information provided to Certification Body.
- (ii) for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill to reputation, loss anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party that may be suffered by the Client.

14 Indemnity

Except for cases of proven negligence or fraud by SETSCO, the Client further agrees to hold harmless and indemnify SETSCO and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the performance, alleged performance or non-performance of the Services or (ii) out of or in connection with Clients product, process or service the subject of the certification.

15 Applicable Law

This Terms and Conditions shall be construed in accordance with and governed by the Laws of Singapore and the parties hereby agree to submit to the exclusive jurisdiction of the Singapore Courts.

16 Fees

16.1 The fees for certification shall be prescribed by Certification Body and may change the fees from time to time. Fee schedule will be provided to the approved applicants by Certification Body wherein subject to revision as appropriate without prior notice to an Applicant / Certified Organization.

16.2 Application fee will be payable once the quotation has been issued and accepted by the Client.

16.3 All fees paid by a Client are non-refundable.

16.4 All labels issued are non-refundable and non-transferable.

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16.5 Additional fees shall be charged for operations that are not included in the agreed programme and for work required due to non-conformances being identified. These will include, without limitation, costs resulting from;

- (i) Additional work due to suspension, withdrawal and/or reinstatement of a Certificate.
- (ii) Reassessment due to changes in the management system or products, process or services; or
- (iii) Compliance with any subpoena for documents or testimony relating to work performed by SETSCO.

16.6 SETSCO reserves the right to cease or suspend all work and/or cause the suspension or withdrawal of any certificate for a Client who fails duty to pay an invoice. All invoices shall be paid within 30 days from the date of issue regardless of the outcome of the audit.

16.7 SETSCO may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.

16.8 Client shall pay all SETSCO collection costs including reasonable attorneys' fees and related costs.

16.9 Overseas traveling (non Singapore), transportation, overnight lodging that may be incurred for the purposes of certification shall be borne by the client.

17 Taxes

Client agrees to indemnify and pay SETSCO all taxes, levies, and duties including, but not limited to, goods and services tax or withholding tax which the committee may be liable to pay as a result of providing the services to the Client.

18 Conditions for Use of SETSCO Mark

18.1 Layout of SETSCO Mark

18.1.1. Reference to SETSCO certification status made by Client using SETSCO mark. Specimens of the SETSCO mark are as shown in Annex 1. It must be reproduced in the official colors, pantone uncoated (286U) and pantone coated (7455C); or in a single color only which may be gold, black, dark grey.

18.1.2. The SETSCO mark may be uniformly enlarged or reduced, but shall not be less than 15mm in height.

18.2 Use of Mark or Reference to Certification in Publicity and Other Materials by Accredited Organization

18.2.1. SETSCO is the owner of SETSCO mark which comprises of SETSCO registered logo and the Clients Product Certificate number (refer to Annex1) and all its certificates issued to Client as well. Only after SCB granted certification or reinstatement of certification (in suspension cases) shall the client be permitted to display or refer to SETSCO name and logo on materials for public distribution. SETSCO has the right to take possession these certificates and certification mark in case of improper use.

18.2.2. A Client may use the SETSCO mark on publicity and other stationery materials such brochures, letterhead paper, quotations, and vehicles. However, the use of the

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SETSCO mark or any reference to SCB Product Certification Scheme in advertising and promotional publications shall be checked and pre-approved by SCB.

18.2.3. The Client shall;

- (i) only claim that it is certified in respect to those activities which are covered under its scope of certification
- (ii) only use the SETSCO mark for premises covered by certification
- (iii) not make any statement regarding its certification that SETSCO may consider misleading or unauthorized
- (iv) not allow the fact of its certification to be used to imply that a product, process, system or person is approved by SETSCO; and
- (v) not display the SETSCO mark or make any reference for SCB Product Certification Scheme on any test items, products or literature relating specifically to a product which may imply product certification / accreditation.

18.2.4. A Client shall upon suspension or voluntary withdrawal of SETSCO certification immediately ceased to issue any certificates, reports, labels displaying the SETSCO mark or containing references to SCB Product Certification. Client shall ensure the discontinuation of any materials (whether electronic or hardcopy) usage and distribution.

18.3 Reference to the Certification Status by the Accredited Certifying Body

18.3.1 The SETSCO mark is awarded by SCB to Clients who have successfully achieved certification.

18.3.2 When the SETSCO mark is used by a Client, the appropriate certificate number accorded to the organization shall be inserted in the space provided in the SETSCO mark.

18.3.3 When a Client uses the SETSCO mark, the following conditions shall be met:

- (i) On the same sheet of document, display its own name and logo, no less prominently than the SETSCO mark and vice versa
- (ii) The phrase: "The use of SETSCO mark indicates certification in respect of those activities covered by the certification registration number XXXX" shall be included
- (iii) Any sign that display the logo or name must be specific to an item or a group of items that is certified by SCB
- (iv) Any advertisement used by a third party may only use the logo or name in such a way as to clearly refer to items that are certified by SCB and only those items

18.3.4 The SETSCO mark shall not be used by a Client on any document unless the document relates in whole or in part to certified activities of SETSCO.

18.3.5 The SETSCO mark shall not be used in such a way as to suggest that SETSCO has certified or approved any product or any service supplied by the Clients or its licensee of a certification mark, or in any other misleading manner.

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18.3.6 Unauthorized use of SETSCO logo or misleading use of the certificate shall be prohibited and treated as a violation of copyright. Suitable actions including corrective action request, suspension, withdrawal of certification, publication of transgression and if necessary, any other legal action to deal with inaccurate references or misuse of the certification logo may be pursued.

19 Issuance and Use of Water Efficiency Label

19.1 The Water Efficiency Label will be provided by PUB to SCB for certified products/models. SCB shall then issue the label provided by PUB to the respective supplier.

19.2 The designs of the Water Efficiency Label shall be as provided in Annex 2.

19.3 The Water Efficiency Label shall be affixed to each water fitting, appliance, apparatus or product model displayed for sale or supply. The Water Efficiency Label shall also be fixed to each water fitting, appliance, apparatus or product model or on its packaging at the point of sale or supply or offer for sale or supply. The label shall be fixed such that it is prominent to let consumers view and compare with ease. The markings and information on the label shall not be removed, defaced or obscured in any manner that may confuse and/or mislead the consumer.

19.4 The Water Efficiency Label shall not be defaced, obstructed, removed, misused, forged, falsified or altered.

19.5 The Water Efficiency Label shall be used only for the registered models as published in PUB's website.

19.6 Advertisements for water fittings, appliances, apparatus or products labeled under the Mandatory Water Efficiency Label Scheme (MWELS) in all forms of advertisements that has any visual elements which includes newspapers, brochures, catalogues, publicity materials, websites, TV advertisements and any other visual elements shall display the water efficiency label for each and every water fitting, appliance, apparatus or product model featured next to the image or description of the water fitting.

19.7 When used in advertisements as described above, the water efficiency label of each registered model shall be separately displayed if there are more than one model being advertised or promoted.

19.8 Where it is not practicable to display in advertisement, the Water Efficiency Label for each and every water fitting, appliance, apparatus or product model featured as stated above, all information contained in the Water Efficiency Label shall be stated in the advertisement.

19.9 The use of the Water Efficiency Label in advertisements and publicity materials shall be in accordance with Regulations 40AB and 40AD of the Public Utilities (Water Supply) Regulations.

20 Personal Data Protection

20.1 The Applicant or Client (as the case may be) agrees to and shall comply with the provisions set out in **Annex 3**.

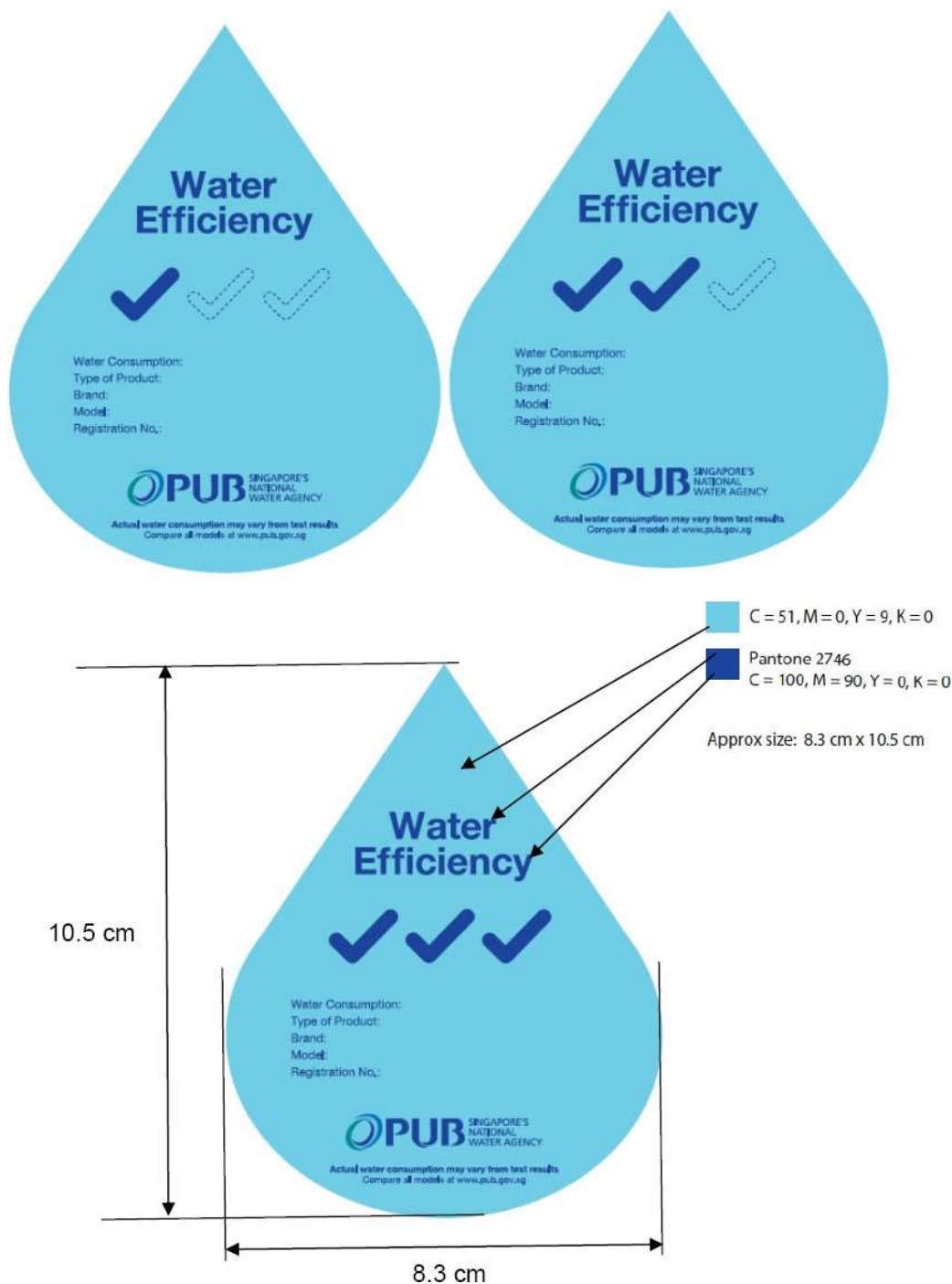
 <p>CERTIFICATION BODY SETSCO</p>	<p>SETSCO SERVICES PTE LTD CERTIFICATION BODY</p> <p>TERMS & CONDITIONS FOR WELS CERTIFICATION</p>
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ANNEX 1: SPECIMEN OF LOGO and MARK

<p>SETSCO (Registered) Logo</p>	
<p>SETSCO Mark for WELS</p>	
<p><u>Remarks:</u> YYYY – year of initial certification XXX – unique number</p>	

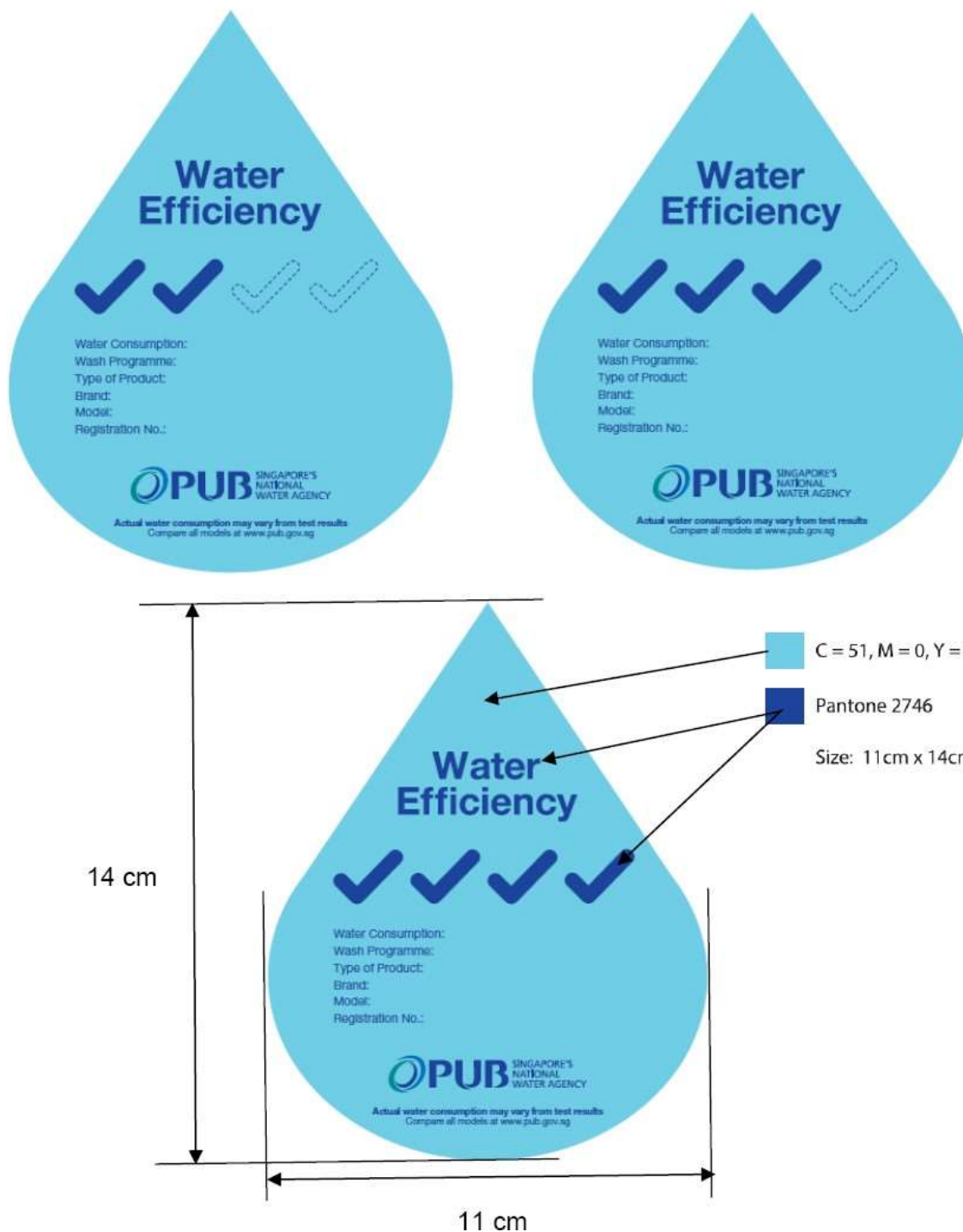
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ANNEX 2: SPECIMEN OF Water Efficiency Label




WATER EFFICIENCY LABEL FOR TAPS & MIXERS, LOW CAPACITY FLUSHING CISTERNS AND URINALS & WATERLESS URINALS


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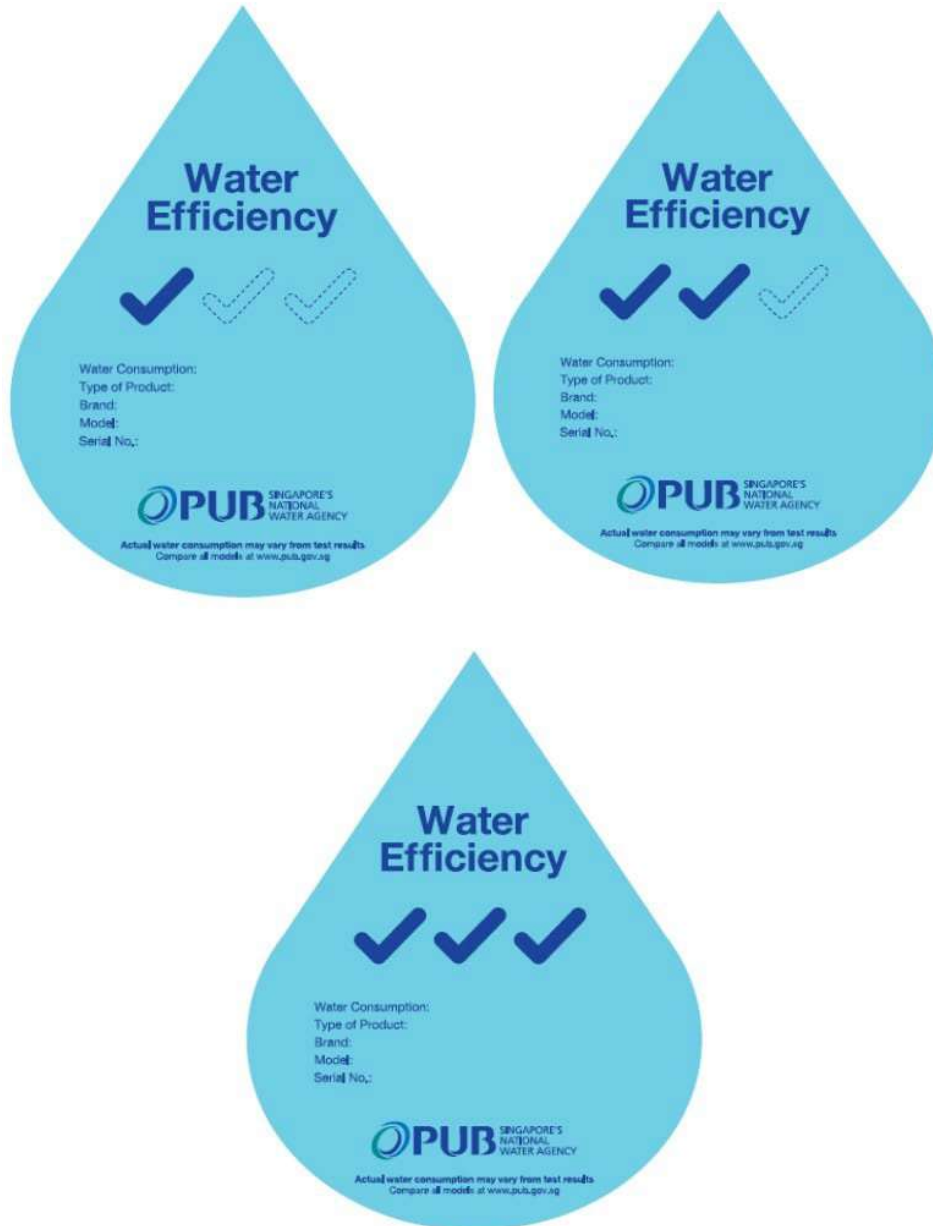
WATER EFFICIENCY LABEL FOR CLOTHES WASHING MACHINE

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 C = 51, M = 0, Y = 9, K = 0

 Pantone 2746
C = 100, M = 90, Y = 0, K = 0

Approx size: 8.3 cm x 10.5 cm



WATER EFFICIENCY LABEL FOR SHOWERHEAD (VOLUNTARY WELS)

Annex 3 – Personal Data Protection Provisions

1. DEFINITIONS

- 1.1. In this Annex 3, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

"Affiliates" means in relation to a party, any entity or person which Controls, is Controlled by, or is under the common Control as that party.

"Control" shall mean the direct or indirect ownership of more than fifty percent (50%) of an entity's capital or equivalent voting rights.

"PDPA" means the Personal Data Protection Act 2012 of Singapore. **"Personal**

Data" means personal data (as defined in the PDPA) that is:

- (a) provided to the Applicant or Client (as the case may be) by or on behalf of SETSCO; or
- (b) processed by the Applicant or Client (as the case may be) or their respective officers, employees, contractors or agents in connection with the Purpose.

"Purpose" means the provision of services by SETSCO to the Applicant or Client (as the case may be) or third parties.

2. PERSONAL DATA

2.1. Compliance with PDPA

The Applicant or Client (as the case may be) shall comply with all its obligations under the PDPA at its own cost. The Applicant or Client (as the case may be) shall further comply with any requests, directions and guidelines which SETSCO may issue to it in respect of any Personal Data from time to time.

2.2. Process, Use and Disclosure

The Applicant or Client (as the case may be) shall only process, use and disclose Personal Data during the Term and:

- (a) strictly for the purpose of security clearance by any relevant authorities;
- (b) with SETSCO's prior written consent; or
- (c) when required by law or an order of court, but shall notify SETSCO as soon as practicable before complying with such law or order of court at its own cost.

2.3. Transfer of Personal Data Outside Singapore

The Applicant or Client (as the case may be) shall not transfer any Personal Data to a place outside Singapore without SETSCO's prior written consent. If SETSCO provides written consent, the Applicant or Client (as the case may be) shall provide a written undertaking to SETSCO that the Personal Data transferred outside Singapore will be protected at a standard that is comparable to that under the PDPA. If the Applicant or Client (as the case may be) transfers Personal Data to any third party overseas, the Applicant or Client (as the case may be) shall procure the same written undertaking from such third party.

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2.4. Security Measures

The Applicant or Client (as the case may be) shall protect Personal Data in its control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent (i) unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Personal Data and other similar risks; and (ii) loss of any storage medium or device on which Personal Data is stored. The Applicant or Client (as the case may be) shall ensure that Personal Data is handled, accessed and transmitted only by those employees of the Applicant or Client (as the case may be) on a need-to-know basis in connection with the Purpose.

2.5. Access to Personal Data

The Applicant or Client (as the case may be) shall provide SETSCO with access to the Personal Data, as soon as practicable upon SETSCO's written request.

2.6. Accuracy and Correction of Personal Data

The Applicant or Client (as the case may be) shall take all steps to correct any errors in the Personal Data, as soon as practicable upon SETSCO's written request.

2.7. Retention of Personal Data

(a) The Applicant or Client (as the case may be) shall not retain any Personal Data (or any documents or records containing Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purpose for which such Personal Data was disclosed to the Applicant or Client (as the case may be).

(b) The Applicant or Client (as the case may be) shall, upon SETSCO's request:

- (i) return to SETSCO all Personal Data; or
- (ii) delete and procure the deletion of all Personal Data,

and, after returning or deleting all Personal Data, provide SETSCO with written confirmation that it no longer possesses any Personal Data. Where applicable, the Applicant or Client (as the case may be) shall also procure all third parties to whom it has disclosed Personal Data to return to SETSCO or delete, such Personal Data.

2.8. Notification, Co-Operation and Consequences

(a) The Applicant or Client (as the case may be) shall promptly notify SETSCO of any notices, requests, queries and communications from any relevant authority relating to the Personal Data, and shall at the Applicant's or Client's (as the case may be) own cost, promptly provide such information and assistance to SETSCO and its representatives as SETSCO may require, in relation to such notices, requests, queries and communications.

(b) If the Applicant or Client (as the case may be) becomes aware of any actual, threatened or attempted unauthorised or unlawful access, use, processing or disclosure of any Personal Data and/or any breach of this Clause 2, the Applicant or Client (as the case may be) shall immediately:

- (i) inform SETSCO in writing of such unauthorised access, use, processing or disclosure or

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breach, specifying the Personal Data involved, the time and nature of the unauthorised access, use, processing or disclosure or breach, the potential impact on SETSCO and the identity of those involved;

- (ii) at its own cost, take all steps as are necessary or as SETSCO directs (and cooperate with SETSCO in any steps taken by it) to retrieve the Personal Data from unauthorised persons and to prevent further unauthorised access, use, processing or disclosure; and
- (iii) at its own cost, take all steps as are necessary or as SETSCO directs (and cooperate with SETSCO in any steps taken by it) to comply with the PDPA or any applicable law.

2.9. Indemnity

The Applicant or Client (as the case may be) shall fully indemnify and hold harmless SETSCO and its Affiliates and its and their respective officers, directors, employees and agents (collectively the **"Indemnified Parties"**) from and against any and all demands, claims, actions, proceedings, liabilities, losses, damages, fines, penalties, costs (including without limitation legal costs on an indemnity basis) and expenses (collectively, the **"Losses"**) arising out of or in connection with:

- (a) the Applicant's or Client's (as the case may be) breach of this Clause 2; and/or
- (b) any act, omission or negligence of the Applicant or Client (as the case may be) or any of its Affiliates, employees, officers, agents or contractors that causes or results in any of the Indemnified Parties being in breach of the PDPA or any applicable personal data protection or privacy laws.

3. AUDIT RIGHTS

SETSCO shall have the right, at its own expense, to conduct an audit of the Applicant or Client (as the case may be) to verify and ensure its compliance with this Annex and/or the proper collection, usage, processing and protection of Personal Data, during normal business hours upon giving reasonable prior written notice. In the event of such audit, the Applicant or Client (as the case may be) shall comply with the reasonable requests of SETSCO and its representatives and provide access to all personnel and records (software and hardware) necessary to the audit. The Applicant or Client (as the case may be) agrees to, at its own cost, rectify and take corrective action in respect of all audit findings promptly and without delay, and inform SETSCO in writing of the rectification and corrective action taken.

4. TERMINATION

4.1. Upon expiry or termination of the Terms, the Applicant or Client (as the case may be) shall immediately and without delay:

- (a) cease using the Personal Data; and
- (b) return to SETSCO all Personal Data, or delete and procure the deletion of all Personal Data, in the possession of itself and/or its officers, employees, contractors, agents and/or Affiliates,

and, after returning or deleting all Personal Data, provide SETSCO with written confirmation that it no longer possesses any Personal Data. Where applicable, the Applicant or Client (as the case may be) shall also procure all third parties to whom it has disclosed Personal Data to return to SETSCO or delete, such Personal Data.

4.2 Clauses 2,3 and 4.1 shall survive the expiry or termination of the Terms.