

1. AcuMed Medical Pte Ltd ("AMPL") reserves the right to revise its rates. All rates are subjected to prevailing GST.
2. You shall be fully responsible for all charges incurred by personnel sent by you. All invoices will be settled within thirty (30) days thereof. AMPL reserves the right to issue at any time a further or revised invoice in the event that it discovers any inaccurate charges thereon. AMPL may, at its discretion, at any time as it deems appropriate, set off any outstanding charges and any amounts due under your account with it.
3. If you have opted to pay our invoices through GIRO, AMPL shall deduct the charges on the invoice within the seven (7) days after the date the invoice is due. If AMPL is unable to make the deduction or settlement with your bank, AMPL will not be liable to you in any way and you must make payment for outstanding amounts in cash, cheque or bank draft immediately together with any administrative fees for the failed transaction.
4. AMPL reserves the right to charge you interest for late payments from the outstanding amount on the invoice at 1.5% per month from the date the outstanding amount was due and payable and calculated on a daily basis or at such other rates as AMPL may prescribe from time to time. If you are late in paying or do not pay an invoice issued to you by AMPL, AMPL reserves the right, at its discretion, to suspend, restrict or terminate any or all of the services and accounts that AMPL provides to you and your related entities, and shall charge you administrative fees and/or interest for late payments set out above. AMPL shall not be liable for any damages, losses, costs or expenses incurred or suffered by you or your related entities in the event of such suspension, restriction or termination. In addition, AMPL reserves the right, at its discretion, to require you to pay on demand all sums due under any accounts you or your related entities have with AMPL. If AMPL claims against you for failing to pay any invoice, you shall be liable for all the legal, administrative and other costs AMPL incurs in respect of all such claims.
5. If you wish to reasonably dispute any amount in your invoice from AMPL, you shall raise your queries to AMPL in writing within two (2) months from the date the invoice is issued, failing which, the charges in the invoice shall be deemed to be fully agreed by you, and you shall be liable to pay the same. Once you have made payment for any invoice, there shall be a two (2) - month window wherein you may claim from AMPL any excess payment made to AMPL, subject to AMPL's approval and consent which shall not be unreasonably withheld. An administrative charge may be imposed for retrieving any record in relation to the disputed charge. Upon the resolution of the dispute being in AMPL's favour, you shall pay the disputed amount immediately together with any interest for late payments payable. In such cases, AMPL reserves the right to also claim from you any legal costs and expenses incurred by AMPL on a full indemnity basis.
6. This contract shall remain in effect until terminated by either party. Notwithstanding anything else, this contract may be terminated:
 - (a) by AMPL forthwith on giving notice in writing to you if you fail to pay any sum due; or
 - (b) by either party, on giving thirty (30 days' notice in writing on the other party; or
 - (c) by either party forthwith on giving notice in writing to the other if the other party shall have a receiver or judicial manager appointed over any part of its undertaking or assets or shall pass a resolution for winding-up or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to a judicial management order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

Upon termination of this contract, you shall pay AMPL for all services rendered and expenses incurred by AMPL prior to the date of termination. You shall also remain liable for sums due before the date of such termination but not paid.

Any termination of this contract under this clause shall be without prejudice to any other rights and remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

7. You shall make all necessary arrangements with your staff to ensure that they consent expressly to the disclosure to you and AMPL, of their respective medical information, reports, results, and other information, including personal data, reasonably required for AMPL to provide its service to you and your staff as contemplated by this agreement. Such consent shall not be sought through deception, by providing misleading or incomplete information or as a condition of the supply of product or service, through a third party or otherwise, beyond what is reasonable to provide such product or service, through a third party or otherwise, to the staff. Prior to such consent being given, you shall have informed your staff the purposes of such disclosure and use of personal information by AMPL. Upon any staff withdrawing his consent to the usage by AMPL of his personal data, you shall notify AMPL as soon as practicable. Without prejudice to the specificity of the aforesaid, you shall comply at your own cost all applicable obligations under the Personal Data Protection Act 2012 in the collection and disclosure of any personal information of your staff to AMPL, and the use thereof by AMPL. You shall cooperate with AMPL and use your best endeavours to obtain any other relevant information from your staff and disclose it to AMPL which AMPL may require. AMPL shall treat and afford any collected information or personal data of you and your staff with the necessary protection in accordance with all applicable law. Notwithstanding the aforesaid, you shall also keep AMPL fully indemnified from all claims arising out of or in connection with any disclosure and use of such information, reports and results to and by AMPL.
8. You shall also ensure that all your staff fully abides by all procedures and instructions which AMPL may inform from time to time.
9. You shall also be fully responsible for informing and instructing your staff on your company's medical policies and rules, and shall be fully responsible for managing the mode of authorization on which AMPL will rely on to treat your staff, namely, the Authorization Chits, Company Identification Cards or Company Name List referred to in the Appointment Form. It includes ensuring the accuracy of all information as contained in the selected mode of authorisation. In this regard, you shall send AMPL the following updated details and information at least two (2) weeks prior to such changes taking effect:

staff and their corresponding NRIC No, FIN No, or Passport No ("Identification No") on the Company Name List who will no longer be allowed to receive medical treatment, and the date from which this takes effect.

If you fail to provide AMPL with the above, or any updated Company Name List or further information as reasonably required by AMPL which is relevant or provide inaccurate or wrong information of the same, AMPL shall not be liable for any damages, losses, costs or expenses incurred or suffered by you as a result thereof, including but not limited to if any of your unauthorised staff incur charges imposed by AMPL. You shall remain liable to AMPL for the charges incurred by these unauthorised staff or otherwise, if AMPL had treated them in reliance on your latest instructions or updated information. In addition and notwithstanding anything to the contrary, you shall be fully responsible for the safekeeping and use of the Authorization Chits, and AMPL shall in any and all case whatsoever deem:

- (a) the person who had signed the Authorization Chits as an authorized staff; and
- (b) any Authorization Chits stamped with your company stamp, even if not signed, as a signed Authorisation Chits by an authorized staff.

You shall therefore remain liable to AMPL for the charges incurred by the presentation of such Authorization Chits to AMPL.

10. You shall inform AMPL in writing (e-mail or letter) or over the telephone, the identity of the authorised personnel whom AMPL shall take instructions from in cases relating to your staff. All instructions and approvals from the authorised personnel shall be deemed to be effective and binding on you.
11. AMPL reserves the right to treat and attend to all your staff, in a manner that AMPL's doctors so determines to be appropriate and in accordance with professional standards. AMPL reserves the reasonably exercisable right to decide not to treat or attend to any staff, and this right will be exercised in accordance with the principles laid down at law and/or set out in applicable professional codes and guidelines. You agree that the professional opinions, decisions and judgments of all of AMPL's officers, employees and subcontractors are final and to be respected.
12. All sale of medicines and other related supplies shall be subject to availability, and AMPL shall be entitled to change or substitute such medicines and supplies with an alternative item, as determined by AMPL in its sole discretion.
13. All monies paid to AMPL for medicines, supplies and/or other services are not refundable, and all sold medicines and supplies are not returnable or exchangeable.
14. No claim for damage or any other remedy shall arise out of any breach of this contract or failure to perform any obligations under this contract if such breach or failure is caused by an act of God, civil commotion, riots, lockouts, compliance by any party with any law, intervention or action by any governmental authority or any event outside the reasonable control of that party in question.
15. You agree not to write to any third parties concerning any matters related to AMPL, AMPL's services, officers and employees, and/or this contract without first raising such queries or issues with AMPL.
16. AMPL assumes no liability or responsibility for the acts of other patients in AMPL's clinics, and for any of the acts of AMPL's subcontractors, defaults, non-delivery, and/or non-performance.
17. Except in the case of death or personal injury caused by the gross negligence of AMPL, its officers and employees, you agree to indemnify and hold AMPL harmless to the maximum extent permissible by law in respect of all costs, claims, demands and expenses to which AMPL are subject to as a result of loss or injury suffered by your staff while the said persons are at the clinics of AMPL. Such loss or injury shall include, without limitation, theft or loss of personal belongings, and personal injury from accidents occurring at the clinics of AMPL.
18. AMPL's liability under or in connection with this contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall in any case not exceed the sum of two (2) months' total charges which your company incurred under their last two (2) bills from AMPL preceding the incident which gave rise to such liability.
19. This contract sets out the entire agreement and understanding between the parties and supersedes all prior agreements, written or oral between the parties. No party has agreed to the contents of this contract in reliance upon any representation, warranty or undertaking of any other party which is not set out or referred to in this contract. AMPL reserves the right to vary the terms of this contract, and you shall have the right to request for an updated copy of the contract as varied. In the event of any variation of the terms of these Corporate Account Terms & Conditions, any continued use of AMPL's services by you will be deemed to be acceptance of the same.
20. You agree to keep confidential the terms of these Corporate Account Terms & Conditions, and any and all information that you may acquire in relation to the appointment and services of AMPL. You shall not use the information for any purpose other than to perform your obligations under this contract. You shall ensure that your staff complies with the provisions of this clause. The obligations set out in this clause shall not apply to any information (i) which is publicly available or becomes publicly available through no act or omission of yours; and (ii) which you are required to disclose by order of a court of competent jurisdiction. The provisions of this clause shall survive any termination of this contract for a period of three (3) years from termination.
21. Any notice or communication under or in connection with this contract shall be in writing and shall be delivered personally, or by post, e-mail or facsimile to such address as the recipient may have notified to the other party. Proof of posting or dispatch of any notice or communication to a party shall be deemed to be proof of receipt:
 - (a) in the case of a letter posted in Singapore, on the third working day after posting to the registered address of the recipient;
 - (b) in the case of facsimile, when confirmed by an activity report indicating that the correct number of pages was sent to the correct facsimile number and that such facsimile message was well-received; and
 - (c) in the case of e-mail, where such e-mail has actually been received by a person designated by the recipient to receive such message and such message is in a format readily decipherable by the recipient's message or information system.
22. The performance of any obligation hereunder shall not be assigned, delegated or otherwise transferred by either party, however AMPL reserves the right to assign any part of the work to be performed under this contract to a qualified third party.
23. No waiver expressed or implied by AMPL of any breach shall be construed as a waiver of any other breaches of the same or any other conditions, stipulations or agreements and shall not prejudice in any way the rights, powers and remedies of AMPL.
24. If any provision of this contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this contract and rendered ineffective as far as possible without modifying the remaining provisions of the contract, and shall not in any way affect any other circumstances of or the validity or enforcement of this contract.
25. This contract is governed by and shall be construed in accordance with the Laws of the Republic of Singapore.
26. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall first be submitted to the Singapore Mediation Centre for mediation, and in that regard the parties hereto agree:
 - (a) to abide by the provisions of the Singapore Mediation Centre's Mediation Procedure and the annexures thereto, the terms and process of mediation, including all chargeable fees, will be governed by the said provisions; and
 - (b) to abide by any settlement and to effect the terms thereof reached through such mediation.
27. In the event any dispute amongst the parties cannot be resolved or settled through mediation as set out above, the dispute shall be then referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference into this clauses. The tribunal shall consist of 1 arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre and the official language of the arbitration shall be English.