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**DONATION agreement**

This Agreement is made on [DATE] ("**Effective Date**") by and between:

**[INSERT NAME OF RECIPIENT]** (UEN No. \_\_\_\_\_\_\_\_\_\_\_), a non-profit organisation registered under the laws of Singapore and having its registered office at [ADDRESS] (hereinafter referred to as “**Recipient**”);

And

**[Note: If donor is an entity/corporation] [INSERT NAME OF DONOR]** (UEN No. \_\_\_\_\_\_\_\_\_\_\_) a company registered under the laws of Singapore and having its registered office at [ADDRESS] **(**hereinafter referred to as the "**Donor**").

**[Note: If donor is an individual] [INSERT NAME OF DONOR]** (NRIC/Passport No. \_\_\_\_\_\_\_\_\_\_\_), a \_\_\_\_\_\_\_\_\_\_\_\_ citizen with residential address at [ADDRESS] **(**hereinafter referred to as the "**Donor**").

(The Recipient and Donor shall be referred to individually as a “**Party**” and collectively as the “**Parties**”)

**Whereas:**

**[Note: Please select and amend accordingly, and include more details to the background as necessary.]**

1. [The Recipient is an approved Institution of Public Character or a registered charity seeking support for the organisation of an event known as [event]] / [The Recipient is a non-profit organisation seeking support in furtherance of the objects pursuant to its constitution]
2. [The Donor is a [insert description of Donor here] and desires to support the Recipient by providing a financial contribution in the form of [cash] ("**Donation**") in furtherance of [set out objectives, if any] on the terms and subject to the conditions as set out in this Agreement].
3. [Insert additional background to donation].

**It is hereby agreed as follows:**

1. **Definitions and Interpretation**
   1. **Definitions**: In this Agreement and the Schedules, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings respectively ascribed to them:

"**Applicable Laws**" means the laws of Singapore and any other laws or regulations, policies, guidelines or industry codes which apply to the exercise of the Parties' rights or the performance of their obligations;

“**approved donation**” refers to donations approved for tax deduction under Sections 37(3)(b), (c), (e) and (f) of the Income Tax Act (Cap. 134);

"**Donation**" shall have the meaning ascribed to it in Clause 2.1;

"**GST**" means Goods and Services Tax payable pursuant to the Goods and Services Tax Act (Cap. 117A);

"**IRAS**" means the Inland Revenue Authority of Singapore;

* 1. References to this Agreement include any Recitals and Schedules to it and references to Recitals, Clauses and Schedules are to the recitals, clauses and schedules to this Agreement.
  2. Any reference to books, records or other information means books, records or other information in any form including, without limitation, paper, electronically stored data, magnetic media, film and/or microfilm.
  3. Headings shall be ignored in construing this Agreement.
  4. The word "**including**" shall not be construed in any way as being by way of limitation and "**otherwise**" shall not be construed as limited by words with which it is associated.
  5. Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa; references to natural persons shall include bodies corporate and vice versa; and words denoting any gender shall include all genders.
  6. The expression “**person**” means any individual, corporation, partnership, association, limited liability company, trust, governmental or quasi-governmental authority or body or other entity or organisation.
  7. References to a statutory provision includes reference to any order, regulation, statutory instrument or other subsidiary legislation at any time made under it for the time being in force and any modification, amendment, consolidation, re-enactment or replacement of it or provision of which it is a modification, amendment, consolidation, re-enactment or replacement.
  8. A reference to "**writing**" or "**written**" shall include fax and email.
  9. Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

**1A Term**

This Agreement shall commence on the Effective Date and remain in force [for a duration of ● years/months] / [up until [DATE]] unless otherwise terminated by mutual agreement between the Parties.

1. **Obligations of the Donor**
   1. The Donor hereby agrees to donate to the Recipient the following Donation:

**[Note: Please include more specific detail in setting out the type of Donation, if necessary.]**

* + 1. [artefact or work of art / sculpture or work of art for public display / money or services for installing or maintaining any sculpture or work of art for public display; or
    2. the sum of S$[insert amount]; or
    3. shares in a company listed on the Singapore Exchange / units in unit trusts traded in Singapore or listed on the Singapore Exchange; or
    4. land or building; and]

the Recipient hereby agrees to accept the Donation from the Donor on the terms and conditions as set forth herein.

* 1. Unless otherwise mutually agreed upon in writing, the Donation shall be made on [date] by [wire transfer/cash/cheque] to [account details]. **[Note: Please amend this Clause as necessary – particularly if the Donation is not money but other types of property.]**
  2. The Donor hereby acknowledges and accepts that it shall not obtain any benefit of commercial value whatsoever by making the Donation. For the avoidance of doubt, benefits are treated as having no commercial value if the benefit (i) is given out in connection with a fundraising activity ; and (ii) fall within the list of benefits specified in paragraph 6.4 of the IRAS e-Tax Guide on tax treatment on donations with benefits. **[Note: This Clause 2.3 may be removed if Donation is not tax deductible.]**

**[Note: This Clause 2.3 may be rephrased like so, if the intention is for only a portion of the Donation is tax deductible: *The Donor hereby acknowledges and accepts that, where applicable, it shall in good faith declare the portion of commercial benefit it is receiving in relation to the making of the Donation so that the tax deduction shall only be granted on the difference between the Donation and value of benefit.*** ***For the avoidance of doubt, the Donation shall not be contingent on the Donor receiving any benefit in return for the Donation]***

1. **Obligations of the Recipient**
   1. The Recipient shall:
      1. provide the Donor with documentation as may be reasonably requested by the Donor in order to verify compliance with the provisions of this Agreement;
      2. maintain true and accurate records necessary to demonstrate compliance with this Agreement;
      3. make acknowledgement of the Donation [provided that such acknowledgement does not constitute advertising for the Donor and it falls within the conditions specified in paragraph 6.7 of the IRAS e-Tax Guide on tax treatment on donations with benefits];

**[Note: This highlighted portion in Clause 3.1.3 may be deleted where applicable – where advertising is granted to the donor, tax deduction shall only be allowed on the difference between the amount donated and the value of the advertising benefit granted to the donor.]**

* + 1. conduct all reasonable background checks on the Donor as it deems sufficiently necessary so as to fulfil its own know-your-client obligations; and
    2. be responsible for procuring an independent and approved valuer appointed by [certification authority/government agency] to provide a fair valuation of the Donation. **[Note: This Clause 3.1.5 only applies to donations to IPCs involving land or sculpture/art.]**

1. **General Obligations of the Parties**
   1. The Parties hereby acknowledge and accept that the Recipient shall have the sole and absolute discretion and control over the manner in which the Donation is to be used by the Recipient provided only that the Donation is used in connection with any such programme or purpose in line with the charitable or non-profit objectives of the Recipient as set out in the Recipient's governing instrument or constitution.
   2. The Parties hereby acknowledge and agree that the Donation shall not obligate or otherwise influence the Recipient to purchase, use, recommend, or arrange for the use of any products or services of the Donor or any affiliate or related party of the Donor.
2. **[Tax Deductibility**

**[Note: This Clause 5 applies only to IPCs.]**

* 1. The Donor shall furnish any and all such information as may be reasonably required by the Recipient and the Recipient shall furnish the same to IRAS to the extent necessary.
  2. The Recipient shall thereafter issue a serially-numbered tax deduction receipt to the Donor that is duly signed by either the treasurer of the Recipient or by any person who whom such function is delegated by its governing board members, and shall clearly indicate the following:
* name of the Donor;
* tax reference number of the Donor (e.g. NRIC/FIN/UEN);
* a statement as follows: "*This receipt is for your retention. This donation is tax deductible and the deduction will be automatically included in your tax assessment as you have provided your Tax Reference number (e.g. NRIC/FIN/UEN). You do not need to claim the deduction in your tax form.*"
* name of the relevant sector administrator;
* date and mode of Donation; and
* amount eligible for tax deduction as approved donation.
  1. The donation amount eligible for tax deduction shall be determined solely in accordance with the Income Tax Act and the IRAS e-Tax Guide on tax treatment on donations with benefits.
  2. Where any portion of the Donation is non-tax deductible, a separate non-tax deduction receipt may be issued where requested.
  3. GST is to be accounted for by the Recipient if it is GST-registered, and the amount subjected to GST shall be based on the GST Act, IRAS e-Tax Guide on tax treatment on donations with benefits and IRAS e-Tax Guide on GST: guide for charities and non-profit organisations.
  4. In the event that the Parties are unsure whether the Donation is eligible for tax deduction, the Parties shall have the option to seek prior advice from IRAS (or the MCCY Charities Unit and/or such other relevant statutory authority) as to whether the Donation is tax deductible.
  5. The Donor hereby agrees to fully indemnify and keep fully indemnified on a continuing basis the Recipient to the fullest extent permitted by Applicable Laws from and against all claims, demands, losses, damages, penalties, fines, expenses and liabilities of any kind brought about by IRAS or any other relevant authority which the Recipient may suffer or incur in respect of or in connection with the making of any tax deduction claim for and on behalf of the Donor pursuant to this Clause, regardless of whether the Recipient had been negligent in the making of such tax deduction claim and provided only that the tax deduction claim was not fraudulent.]

1. **Personal Data Protection**
   1. The Parties shall, in its collection, processing, disclosure or other use (“**Use**”) of any information and data which can be related to an identifiable individual (“**Data**”), for any purpose arising out of or in connection with this Agreement, adhere to the requirements of the Personal Data Protection Act 2012 (No. 26 of 2012 of Singapore).
   2. Without prejudice to the generality of the foregoing, the Parties shall, where required and in the manner required by any Applicable Laws:
      1. Use Data only for purposes which would be considered appropriate by a reasonable person in the circumstances and only after notifying or obtaining the consent of the individual to whom the Data relates (“**Subject Individual**”);
      2. provide Subject Individuals with access to their Data and the ability to correct such Data upon request;
      3. use reasonable efforts to ensure the accuracy of Data;
      4. institute reasonable security arrangements to protect the Data;
      5. securely destroy the Data where it is no longer required; and
      6. transfer Data outside Singapore only as prescribed by Applicable Laws.
   3. In respect of any Data provided to from one Party to the other, the receiving Party shall return or destroy the Data forthwith upon being required by the providing Party or immediately without request upon the expiry or termination of this Agreement.
   4. Notwithstanding the termination of this Agreement, the Parties shall be liable for and keep each other fully indemnified against all damage, losses, costs, legal fees (solicitor-client basis), penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, arising out of or in connection with an act or omission of either Party or any of its officers, employees, advisors, agents and representatives, in relation to this Clause.
2. **Representations and Warranties**
   1. Each Party represents and warrants that:
      1. it is duly [incorporated/registered] and validly existing under the laws of Singapore or under the laws of the country with which it was [incorporated/registered] and is fully qualified and empowered to carry on its business/operations;
      2. it has the requisite power and authority to enter into this Agreement and that there are no actions, suits or proceedings in existence or threatened that might affect its ability to perform the obligations contemplated by this Agreement;
      3. all authorisations, approvals, consents, licences, assignments, exemptions, and other matters required or advisable in connection with the Donation and the performance of its obligations under this Agreement, have been obtained and shall also be maintained for the Term;
   2. The Donor represents and warrants that all action shall have been taken so that the Donation, and the performance by the Donor of its obligations under this Agreement shall not:
      1. conflict with its constitutional documents;
      2. infringe or constitute any default under any instrument, contract, document or agreement to which it is a party; and
      3. result in a breach of Applicable Laws.
   3. The Donor further represents and warrants that:
      1. it shall not advertise its making of the Donation unless prior written consent of the Recipient is sought;
      2. it shall not obtain any benefit of a commercial nature in making the Donation; and

**[Note: This Clause 7.3.2 may be removed if Donation is not tax deductible.**

**Note: This Clause 7.3.2 may be rephrased like so, if the intention is for only a portion of the Donation is tax deductible: *it shall declare the portion of commercial benefit it is receiving in relation to the making of the Donation;*]**

* + 1. the Donation was legitimately sourced and/or acquired in accordance with Applicable Laws.
  1. The Recipient represents and warrants that it has the full power and authority to accept the Donationand agree to the terms of this Agreement, and such acceptance and agreement constitutes the Recipient's valid and legally binding obligations, enforceable against it in accordance with the terms of this Agreement.
  2. The Recipient represents and warrants that:
     1. it is [an Institution of Public Character/ a charity] validly registered under the Charities Act (Cap. 37);
     2. it shall not use the Donation to further or advance any interests (whether directly or indirectly) of a particular race, belief or religion, or of any particular person or persons;
  3. Both Parties agree that if there is a breach of any provision under this Clause by a Party, the defaulting Party shall, where applicable, remedy such breach at its own cost as soon as possible, without prejudice to any other rights or remedies the other Party may have under this Agreement or otherwise.

1. **Liability and Indemnity**
   1. Without prejudice to any other rights or remedies which either Party may have under law, each Party shall fully indemnify and keep fully indemnified on a continuing basis the other Party to the fullest extent permitted by Applicable Laws from and against all claims, demands, losses, damages, penalties, expenses and liabilities of any kind which a Party may suffer or incur in respect of or in connection with any breach by the other Party of any of its obligations under this Agreement or any intentional or wrongful act, default or omission of that other Party or any of its officers, employees and agents.
   2. Notwithstanding anything to the contrary in the terms of this Agreement and to the extent permitted by Applicable Laws, the Parties agree that:
      1. the maximum cumulative liability of the Recipient under this Agreement shall in no circumstances exceed the total value of the Donation at the time it was made;
      2. the Parties unequivocally waive any and all rights against the other Party for any indirect, consequential or other purely economic loss, including but not limited to loss of profits, cost of repair or replacement, extra out-of-pocket expenditure, loss of anticipated future savings or any similar kind of loss arising out of or in connection with the Donation even if reasonably foreseeable, or if occurring indirectly, or through the failure, negligence, act or omission of any other person, or entity, or even if such Party or its agents or employees had been advised of the possibility of the other Party incurring such damages, losses and/or expenses; and
      3. nothing in this Agreement shall limit or exclude a Party's liability for (i) death or personal injury caused by negligence, the negligence of its employees, agents or subcontractors; or (ii) fraud or fraudulent misrepresentation.
2. **Termination**
   1. In addition to and without prejudice to any other rights under the terms of this Agreement, either Party shall be entitled to terminate the Agreement immediately by giving written notice to the other Party:
      1. if the other Party fails to pay any amount due under this Agreement on any due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;
      2. if the other Party commits a breach of any of the terms of this Agreement (with the exception of paragraph 3.1.3) and, if such a breach is, in the reasonable opinion of the terminating Party, capable of being remedied, and having been notified by the terminating Party, the Party in breach fails, refuses or neglects to take all steps required by the terminating Party to remedy the breach within two (2) weeks after receipt of a written notice from the terminating Party;
      3. if the other Party repeatedly breaches any of the terms of this Agreement (with the exception of paragraph 3.1.3) in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
      4. if the other Party acts illegally or negligently at any time or acts in such a way that the terminating Party, in its reasonable opinion, believes that it has adversely affected, is likely to harm or negatively affect the terminating Party’s reputation;
      5. if the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors without the prior approval of the terminating Party;
      6. if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party without the prior approval of the terminating Party;
      7. if an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;
      8. if a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;
      9. if the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts is deemed either unable to pay its debts or as having no reasonable prospect of so doing; or
      10. if the other Party ceases or threatens to cease to carry on its business/operations or part of its business/operations.
   2. Without prejudice to Clause 9.1, either Party shall be entitled to terminate the Agreement at any time by giving one (1) month's written notice to the other Party.
   3. The termination of the Agreement for any reason whatsoever: (a) shall not affect the accrued rights of any Party hereunder or release any Party from any liability which at the time of such termination has already accrued, or which thereafter may accrue; (b) shall not prejudice any other remedies which a Party may have at law or in equity; (c) shall not affect the Parties’ rights or release the Parties hereto from their rights and obligations under any Clauses herein that shall survive the termination or expiry of this Agreement.
3. **Expenses**

Each Party shall bear its own costs and expenses in connection with the preparation, negotiation, execution and performance by it of this Agreement and any ancillary documentation, deeds or such further documents the other Party may reasonably require from time to time for the purpose of giving that other Party the full benefit of the provisions of this Agreement. For the avoidance of doubt, the Donor shall pay all costs associated with any transfer of funds in relation to payment of the Donation to the Recipient, including but not limited to agency fees, bank charges, etc.

1. **Variation**

No amendment or variation to this Agreement shall take effect unless it is in writing (which expression includes email) and signed by the authorised representatives of each of the Parties.

1. **Confidentiality**
   1. This Agreement and all documents, materials and information that is marked at the time of disclosure with the word “**Confidential**” or “**Proprietary**” or with words of similar import (including information provided verbally) and disclosed, made available or otherwise provided to a Party (“**Receiving Party**”) by or on behalf of the other Party (“**Disclosing Party**”) for the purposes of, and pursuant to, the performance of the Receiving Party’s obligations under this Agreement are confidential (collectively, “**Confidential Information**”). Subject to Clauses 12.2 and 12.4, a Receiving Party shall keep confidential and shall not disclose to any person or use directly or indirectly for its own or any other person’s benefit (other than for the due performance by it of its obligations under this Agreement), any such Confidential Information, without the prior written consent of the Disclosing Party. The Receiving Party shall keep all such Confidential Information confidential, using at least the same degree of care (but no less than a reasonable degree of care) to safeguard, and to prevent the disclosure to third parties of such Confidential Information as it applies with respect to the protection of its own confidential information of a similar nature.
   2. The Receiving Party may disclose confidential information to:
      1. its directors and employees on a need-to-know basis and to the extent that their duties require them to have access to such Confidential Information;
      2. its external auditors, lawyers and professional advisers to the extent that there is a legitimate reason for the same to be granted access to such Confidential Information; and
      3. any regulator, law enforcement agency or other third party if it is required to do so by law, provided that:
2. the Receiving Party (provided that it is practical and lawful to do so) notify the Disclosing Party in writing as soon as practicable before the disclosure;
3. the Receiving Party shall use reasonable endeavours to consult with the Disclosing Party with a view to agreeing the timing, manner and extent of the disclosure; and
4. the Receiving Party shall in any event use reasonable endeavours to obtain written confidentiality undertakings in its favour from the third party.
   1. If the Receiving Party is unable to inform the Disclosing Party before it is disclosed, it shall (provided that it is lawful to do so) fully inform the Disclosing Party immediately afterwards in writing of the circumstances of the disclosure and the Confidential Information that has been disclosed.
   2. Upon discovery of any unauthorised use or disclosure of Confidential Information, or any breach of the obligations under this Clause, the Receiving Party agrees to promptly notify the Disclosing Party and to cooperate with the Disclosing Party in every reasonable way to regain possession of the Confidential Information and reasonably prevent such further unauthorised use or disclosure. The Receiving Party further agrees and acknowledges that all Confidential Information are and shall remain the property of the Disclosing Party and that the disclosure of Confidential Information to the Receiving Party does not grant any express or implied right, to the Receiving Party.
   3. This Clause shall not apply to Confidential Information:
      1. to the extent it is or becomes generally available to the public other than through a breach of this Agreement;
      2. which the Receiving Party can show by its written or other records was lawfully in the possession of the Receiving Party prior to disclosure and which had not previously been obtained from the Disclosing Party known by the Receiving Party to be under an obligation of confidence to the Disclosing Party;
      3. which subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it; or
      4. which the Receiving Party can show by its written or other records was independently developed by or on behalf of the Receiving Party.
   4. The Parties agree that this Clause shall survive the termination or expiry of this Agreement.
   5. Each Party acknowledges that damages alone would not be an adequate remedy in the event of breach by the other Party of the provisions of this Clause. Accordingly, it is agreed that each Party shall be entitled, without proof of special damages, to seek an injunction or other interim remedy for any threatened or actual breach of this Clause by the other Party, without prejudice to any other rights and remedies which that Party may have.
   6. The Receiving Party shall, upon the request of Disclosing Party, return all Confidential Information (in whatever form and including all copies thereof) to the disclosing Party or destroy the same on Disclosing Party’s instruction, within thirty (30) days after the termination or expiration of this Agreement, whichever earlier, provided always that each Party may retain one (1) copy of the other Party’s Confidential Information for purposes of complying with its obligations under this Clause.
5. **Anti-Bribery and Corruption**
   1. The Parties represent and warrant that they are in compliance with all Applicable Laws, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such Applicable Laws for as long as this Agreement remains valid and binding. The Parties further represent and warrant that they have not made, authorised or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (a) improperly influence any act, decision or failure to act by that official or person, (b) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (c) secure any improper advantage.
   2. The Parties agree that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any Applicable Laws, including anti-corruption or anti-bribery laws, it shall immediately disclose such activity to the other Party. If, after consultation between the Parties, any such concern cannot be resolved in the good faith and reasonable judgment of the other Party, then the other Party, on written notice to the disclosing Party, may withdraw from or terminate this Agreement without penalty.
   3. Notwithstanding and without prejudice to the Clause above, either Party shall have the right to terminate this Agreement if the other Party breaches this, or any other, representation, warranty or undertaking set forth in this Agreement.
6. **Anti-Money Laundering**

The Parties shall comply in all material respects with all Applicable Laws, particularly any and all anti-money laundering laws ("**Anti-Money Laundering Laws**"). Without limiting the generality of the foregoing, to the extent required by the Anti-Money Laundering Laws, the Parties shall maintain an anti-money laundering compliance policy that is in all material respects compliant with the Anti-Money Laundering Laws.

1. **Dispute Resolution**
   1. In the event of any difference or dispute arising between the Parties relating to this Agreement, including the validity, interpretation, construction and/or performance thereof, the Parties shall use best endeavours to settle amicably such difference or dispute by consultation and/or negotiation. If the dispute cannot be settled amicably by such consultation and/or negotiation, no Party shall proceed to litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre ("**SMC**"). A Party who receives a notice for mediation from the other Party shall consent to and participate in the mediation process in accordance with the foregoing.
   2. If the Parties are unable to reach an amicable resolution within thirty (30) days from the commencement of mediation with the SMC as mentioned above, the Parties may commence with court proceedings in relation to the dispute.
   3. Each Party shall bear its own costs for dispute resolution.
2. **No Joint Venture**

The Parties are and shall remain independent contractors and the employees of either Party shall not in any way hold themselves out or be considered to be employees or representatives of the other Party. Nothing in this Agreement shall be construed as creating, expressly or by implication, a partnership, joint venture or establishing a relationship of principal and agent between the Parties (except as may be expressly provided or contemplated herein), and each Party agrees that it shall not be authorised to represent, make any commitment or bind the other Party in respect of any third parties.

1. **Notices**
   1. All notices and other communication to be given under or in connection with this Agreement shall be in writing and in English, and shall be delivered or sent to the following address, electronic mailing address or facsimile number:

**To the Recipient**:

[**Insert name of Recipient**]

Address :

Attention :

Email :

Tel :

Fax :

**To the Donor**:

[**Insert name of Donor**]

Address :

Attention :

Email :

Tel :

Fax :

or to such other address, email or facsimile number as a Party may from time to time notify the other Party in writing.

* 1. Any notice required to be given hereunder shall be given to the relevant Party by personal delivery, email or by registered post at the above-mentioned address or email address. Any notice sent by (i) personal delivery shall be deemed to have been received by the addressee at the time of delivery; (ii) email shall be deemed to have been duly given, sent or served upon transmission of the email to the current email address of such person; and (iii) registered post shall be deemed to have been received by the addressee on the third day after it is posted.

1. **General**
   1. The rights and obligations of either Party under the terms of this Agreement shall not be novated, assigned or transferred without prior mutual consent of the other Party (such consent not to be unreasonably withheld).
   2. No failure or delay on the part of any Party to exercise any right or remedy under the terms of this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided under the terms of this Agreement are culmulative and are not exclusive of any rights or remedies provided by law.
   3. Each Party shall at its own cost comply with all Applicable Laws in the exercise of its rights and the performance of its obligations, under this Agreement, and shall obtain and maintain for the duration of this Agreerment and any renewal thereof all necessary approvals, licenses, permits and registrations.
   4. If any provision, or part of a provision, of this Agreement is found by any court or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall be deemed not to form part of this Agreement, and the legality, validity or enforceability of the remainder of the provisions of this Agreement shall not be affected, unless otherwise required by operation of any Applicable Laws. In such event, the Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid and enforceable provision which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.
2. **Rights of Third Parties**

Except as provided to the contrary, a person not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B), or as may be modified, supplemented or adapted from time to time, to enforce any of the terms of this Agreement.

1. **Announcements**
   1. Neither Party shall make, or permit any person to make, any public announcement, communication or circular ("**Announcement**") concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. The Parties shall consult together on the timing, contents and manner of release of any Announcement.
   2. Where an Announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the Party required to make the Announcement shall promptly notify the other Party. The Party concerned shall make all reasonable attempts to agree the contents of the Announcement before making it.
2. **Governing Law**

This Agreement shall be governed by the laws of Singapore and the parties hereby submit to the non-exclusive jurisdiction of its courts.

1. **Entire Understanding**
   1. This Agreement embodies the entire understanding between the Parties in respect of the matters set out in this Agreement, and any prior or contemporaneous representations, whether oral or written, are hereby superseded by this Agreement.
   2. In the case of any inconsistency between any provision of the Schedules to this Agreement and any provision of the main body of this Agreement, the main body of this Agreement shall prevail.
   3. The Parties to this Agreement through their duly authorised representatives certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

**IN WITNESS WHEREOF** the Parties hereunto have caused this Agreement to be signed by their duly authorised representatives on the date first abovewritten.

**Recipient**

Signed by: )

[Name] )

[Designation] )

For and on behalf of )

[Name of Recipient] ) -----------------------------------------------

Signature

In the presence of: )

[Name] )

[Designation] )

For and on behalf of )

[Name of Recipient] ) -----------------------------------------------

Signature

**Donor**

Signed by: )

[Name] )

[Designation] )

For and on behalf of )

[Name of Donor] ) -----------------------------------------------

Signature

In the presence of: )

[Name] )

[Designation] )

For and on behalf of )

[Name of Donor] ) -----------------------------------------------

Signature