

## General Terms and Conditions

These General Terms and Conditions govern and are deemed incorporated into any Order signed by the ASEAN+3 Macroeconomic Research Office (AMRO), an international organization established under the Agreement Establishing ASEAN+3 Macroeconomic Research Office signed by ASEAN+3 Members, with headquarters at 10 Shenton Way, MAS Building, #15-08/09 Singapore 079117, and the Supplier for the purchase of Goods and Services. These General Terms and Conditions prevail over and are deemed to exclude any terms or conditions contained or referred to in any correspondence or documentation submitted by the Supplier or elsewhere or implied by custom, practice or course of dealing unless agreed in writing and signed by both parties. Any modification of these General Terms and Conditions must be in writing and signed by both parties.

Additionally, these General Terms and Conditions should be read together with AMRO's Supplier Code of Conduct, which provides the minimum standards expected from AMRO's Suppliers. In the event of any conflict or inconsistency between this Supplier Code of Conduct and these General Terms and Conditions, these General Terms and Conditions shall prevail.

## Definitions

**"AMRO Agreement"** means the Agreement Establishing ASEAN+3 Macroeconomic Research Office signed by ASEAN+3 Members on 10 October 2014 and entering into force on 09 February 2016.

**"Confidential Information"** means (i) all information relating to AMRO of which the Supplier becomes aware in its capacity as Supplier or which is received by the Supplier in connection with the Contract and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, and (ii) information which is described and/or marked as "confidential" at the time of disclosure with respect to information disclosed by the Supplier to AMRO;

**"Contract"** means the contract signed between AMRO and the Supplier with respect to the provision of Goods and Services, incorporating these General Terms and Conditions and all appendices, attachments, schedules and agreements supplemental to the Contract, as such Contract may be amended from time to time;

**"Contract Price"** means the price stated in the Order payable to the Supplier for the full and proper performance of its contractual obligations.

**“Deliverables”** means any Goods and Services provided by the Supplier, its officers, employees, agents or subcontractors under this Contract.

**“Effective Date”** means the date of entry into force of this Contract, being the date last in time on which it is signed by one of the Parties.

**“Event of Force Majeure”** means, in relation to either Party, an event or circumstance which is beyond the reasonable control of a Party, and which results in or causes the failure of a Party’s performance of all or some of its obligations under the Contract including but not limited to war, riots, civil commotion, terrorist acts, earthquake, fire, explosion, storm, flood, or other significant adverse weather condition, epidemic, strikes, blockades and embargoes, lockouts or other industrial action, confiscation or other action by government agencies.

**“Goods”** means those goods, if any, that are specified in Order to be provided by the Supplier pursuant to the Contract.

**“Order”** means any contract, purchase order, work order, or any other document containing the Deliverables ordered by AMRO.

**“Party or Parties”** means either or both AMRO and the Supplier, as the context requires.

**“Personnel”**, in relation to the Supplier or the Supplier’s subcontractor, includes its officers, employees, agents, or subcontractors.

**“Services”** means those services, if any, that are specified in the Order to be provided by the Supplier pursuant to the contract.

**“Supplier”** means the party (includes individual and any entity, whether public, quasi-public or private) that provides the Deliverables using its own means, methods or manner of accomplishing the desired result pursuant to the Contract.

**“Ultimate Beneficial Owner”**, in relation to the Supplier or the Supplier’s subcontractor, refers to a natural person who owns or controls the Supplier or the Supplier’s subcontractor, whether through direct or indirect ownership and control, or to a natural person who exercises ultimate effective control over the management of the Supplier or the Supplier’s subcontractor.

## **2. Supplier’s Representations and Warranties**

2.1. The Supplier represents and warrants that:

- (a) it is duly incorporated in the jurisdiction that it has specified to AMRO in this Contract;
- (b) it has full capacity, authority and consent, including the consent of its parent company, where applicable,

- (c) it has the licenses and permits and fulfils all legal and administrative requirements that are necessary for the performance of this Contract;
  - (d) it has sufficient resources and expertise to provide the Deliverables;
  - (e) the entry into force and the performance of this Contract will not result in the breach of laws, enactments, orders, regulations or standards to which the Supplier is subject or other agreements made between the Supplier and third parties; and
  - (f) it has not filed nor is it facing proceedings for winding up its business or for dissolution, insolvency, bankruptcy, or the appointment of a receiver, liquidator, administrator or similar officer in relation to any of the Supplier's assets or revenue.
  - (g) it is not aware of any infringement by it of any third party's rights that would result from the Supplier entering into and performing this Contract.
- 2.2. With respect to the Goods, the Supplier further warrants to AMRO that (i) the Goods are of merchantable quality, are free from defects in material and workmanship, (ii) the Supplier has full title to the Goods and that these will be free of all liens, claims, security interests or other encumbrances at the time the title in the Goods passes to AMRO, and (iii) to the best of the Supplier's knowledge, the Goods are fit for the purposes intended by AMRO.
- 2.3. With respect to the Services, the Supplier further warrants to AMRO that the Services will be provided in good faith with due professional care and in a manner that meets or exceeds prevailing industry standards.

### **3. Contract Price**

- 3.1. For and in consideration of the Supplier's delivery of the Goods and/or Services, AMRO shall pay the Supplier the Contract Price stated in the Order.
- 3.2. The Contract Price is payable on the date and in the manner provided in the Order.

### **4. Delivery of Goods and Performance of Services**

- 4.1. To the extent the Deliverables include Goods, the following provisions will apply:
- (a) Delivery of the Goods will be made by the Supplier in accordance with the terms in the relevant Order.
  - (b) AMRO will have thirty (30) calendar days after delivery of the Goods to accept or reject them as non-conforming to the requirements of this Contract. Rejected goods will be returned to the Supplier at its expense or held by

AMRO for disposition at the Supplier's entire risk and expense. Based on an inspection of a valid sample, AMRO may reject the Goods in whole or in part. If AMRO finds Goods delivered to be defective, AMRO will have the right to require correction of the Goods by the Supplier. AMRO may charge the Supplier the cost of inspecting or re-inspecting Goods that AMRO rejects. AMRO's payment under this Contract will not be deemed acceptance of any Goods. Failure by AMRO to reject Goods within thirty (30) days of delivery will be deemed acceptance of the Goods. Acceptance will not relieve the Supplier of its warranty obligations or liability for latent defects. This provision is without prejudice to other remedies that may be available to AMRO.

- (c) Title in the Goods will pass from the Supplier to AMRO at the earlier of (i) full payment by AMRO for the Goods, or (ii) delivery by the Supplier to AMRO.
  - (d) The Supplier will assume all risk of loss or damage to the Goods until (i) the Goods have been delivered to AMRO, and (ii) AMRO has accepted the Goods in writing.
- 4.2. Where Deliverables consists of Services, in the event AMRO is of the reasonable opinion that the Supplier has failed to perform the Services in accordance with this Contract, AMRO may, without prejudice to other remedies that may be available to it, may re-perform any non-conforming Services itself or have them remedied by a third party on its behalf, and in either case the Supplier will pay any costs and expenses so incurred by AMRO. In such a case, AMRO may set-off such costs and expenses against other amounts payable by AMRO to the Supplier under this Contract.
- 4.3. Without prejudice to other remedies under the Contract and under applicable laws, if the Supplier fails to deliver the Goods or perform the Services in accordance with this Contract, AMRO may deduct from the Contract Price, liquidated damages equivalent to a percentage of the Contract Price for each day of delay as may be specified on the relevant Order.

## **5. AMRO's Standards and Rules**

- 5.1. The Supplier agrees to comply with all the safety and security rules of AMRO, as notified to it in writing by AMRO.
- 5.2. The Supplier will adhere to the highest ethical standards in execution and implementation of its obligations and responsibilities under this Contract.
- 5.3. The Supplier will not engage in corrupt, fraudulent, coercive, or collusive practices. The Supplier will not provide, directly or indirectly, any gifts, decorations, honors, awards or advantages to any AMRO officers, employees or consultants in connection with this Contract.
- 5.4. For the purposes of this section and Section 17, the terms below shall have the following meaning:

- (a) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
  - (b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
  - (c) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
  - (d) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- 5.5. Without prejudice to any of AMRO's other rights under the Contract, if AMRO becomes aware that the Supplier, whether during the term of the Contract or during the procurement process for the Contract, engages in corrupt, fraudulent, coercive, collusive practices, AMRO may take such measures as it deems necessary to protect its interests, including but not limited to declaring the Supplier or subcontractors ineligible to participate in any AMRO procurement exercise indefinitely or for a stated period of time except under such conditions AMRO deems appropriate.
- 5.6. The Supplier and its personnel, its subcontractor and the subcontractor's personnel, providing Deliverables under this Contract will, during the term of this Contract, strictly avoid any activities that may create any actual or perceived conflict of interest with their duties to AMRO under this Contract. AMRO considers a conflict of interest to be a situation in which a party has interests that could improperly influence, or be perceived to improperly influence, that party's performance of its official duties, responsibilities, or contractual obligations or compliance with applicable laws and regulations.
- 5.7. In the event that the Supplier or its subcontractor becomes aware of any actual or perceived conflict of interest between their shareholder(s) or Ultimate Beneficial Owner(s) and that of AMRO's officers, employees or consultants, the Supplier shall, and shall procure and ensure that its subcontractor shall, immediately notify AMRO in writing of such conflict of interest.
- 5.8. The Supplier agrees to use commercially reasonable efforts to ensure that all key or onsite personnel performing Services under this Contract are not an immediate family member (i.e., parent, sibling, child or other close relatives) of any of AMRO's officers, employees or consultants, or subject to any work restrictions by virtue of their former employment with AMRO. If it becomes known that any of the Supplier's key or onsite personnel performing the Services is subject to a restriction under this section, the Supplier will promptly notify AMRO and, at AMRO's request, replace such personnel with one having equivalent skills at no additional cost to

the AMRO. The Supplier will also reimburse AMRO any costs incurred by the AMRO resulting from a knowing violation of this provision.

- 5.9. The Supplier will ensure that the Supplier's personnel and its subcontractors' personnel providing the Deliverables are aware of and comply with all the rules and requirements set out or referred to in sections 5.1, 5.3, 5.4, 5.6, 5.7 and 5.8.

## **6. Dates, Deadlines and Periods**

- 6.1. Any requirement in this Contract for the Supplier to adhere to a date, deadline, or period may be modified by AMRO but, if it is not, time will be of the essence. Where the Contract is silent as to date, deadline or period, the Supplier will provide the Deliverables within a reasonable time.

## **7. Supplier's Liability and Indemnity**

- 7.1. The Supplier indemnifies and holds harmless AMRO, its officers, employees and consultants against all actions, claims, demands, damages, losses or other liabilities, including reasonable legal fees and expenses arising out of or in connection with (i) any act or omission, whether negligent, tortious or otherwise of the Supplier, its officers, employees, agents or subcontractors, (ii) any infringement by the Supplier, its officers, employees, agents or subcontractors of any patent, copyright, trademark, trade secret or any other proprietary rights, and (iii) any breach by the Supplier, its officers, employees, agents or subcontractors of the terms and conditions of this Contract.
- 7.2. In the event of an infringement under the preceding section, at no additional cost to AMRO, the Supplier agrees to replace any infringing part and to provide any service necessary to maintain the level of performance thereof, provided, however, that upon notice of an infringement or alleged infringement, AMRO will have the right to terminate this Contract upon written notification to Supplier.
- 7.3. Notwithstanding any other provision of this Contract, in no event will the Supplier be liable to AMRO under or in connection with this Contract for consequential or indirect damage or loss.

## **8. Independent Contractor**

- 8.1. The Supplier is an independent contractor of AMRO. The Contract shall not create, nor be deemed to create, the relationship of employer and employee or principal and agent between AMRO and the Supplier or the Supplier's employees, agents or any other persons engaged by the Supplier to perform its obligations under the Contract. Accordingly, neither Party shall be authorized to act in the name or on behalf of, or otherwise bind the other Party, save as expressly permitted by the terms of the Contract.

## **9. AMRO's Name, Acronym and Emblem**

- 9.1. AMRO's name, acronym and emblem may not be reproduced by the Supplier without the express written permission of AMRO. The Supplier undertakes that it will not use AMRO's name, acronym or emblem in any public announcements, promotional, marketing or sales materials without the prior written consent of AMRO.

## **10. Confidential Information**

- 10.1. The Parties shall treat each other's Confidential Information as confidential in accordance with this section, use the Confidential Information solely for the purpose for which it was disclosed, and exert diligent efforts to safeguard and avoid unauthorized disclosure of the other Party's Confidential Information to third parties without the disclosing Party's prior written consent.
- 10.2. Unless AMRO states otherwise, disclosures by AMRO to the Supplier shall be deemed confidential. The Supplier may only disclose AMRO's Confidential Information to its personnel, its subcontractor, and subcontractor's personnel who are directly involved and who need to know the information in providing the Deliverables. The Supplier shall ensure that such personnel are aware of and shall comply with the Supplier's obligations as to confidentiality. For the avoidance of doubt any unauthorized disclosure of AMRO's Confidential Information by a personnel shall be deemed to be a breach of this section by the Supplier.
- 10.3. The obligations of confidentiality specified in this section shall not apply to any information, including Confidential Information that:
- (a) is in the public domain at the date of this Contract or subsequently becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this section;
  - (b) was made available to the receiving Party other than pursuant to a breach of confidence on a non-confidential basis before disclosure by the disclosing Party under this Contract;
  - (c) the Parties agree in writing is not confidential or may be disclosed; and (d) is developed by or for the receiving Party independently of and without reference to any information disclosed by the disclosing Party.
- 10.4. Subject to and without any waiver of the privileges and immunities of AMRO, if the Supplier is or may be required to disclose Confidential Information belonging to AMRO pursuant to any applicable law, regulation or judicial or arbitral decision, it shall promptly notify AMRO of the same and shall cooperate with AMRO and use its best endeavors to prevent and/or limit the extent of disclosure.

- 10.5. The Supplier will not make any press announcement; publicize the Contract or any part thereof; or use AMRO's name in publicity releases or advertisements during and after the term of this Contract, except with AMRO's prior written consent.
- 10.6. These obligations and restrictions of confidentiality shall be effective during the term of the Contract and shall remain effective following any termination of the Contract. If requested by the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information in written form or destroy or (to the extent technically practicable) permanently erase all Confidential Information (or copy thereof) provided to the receiving Party in written or electronic form; save to the extent that the receiving Party is required to retain such Confidential Information (or a copy thereof) by applicable law, rule or regulation, or to the extent that such information is contained in any computer records or files which have been created pursuant to the receiving Party's automatic archiving and back-up procedures. To the extent that the receiving Party retains any such Confidential Information in accordance with this provision, the confidentiality obligations set out herein shall continue to apply with respect to such Confidential Information.

## **11. Intellectual Property**

- 11.1. The intellectual property that is created in the Deliverables in any medium or format, as a result of the performance of this Contract by the Supplier, including any intermediate work product (the "Deliverable Work") (a) will vest in AMRO as the work is created, or (b) is hereby assigned by the Supplier to AMRO on a free and perpetual basis if the Deliverable Work cannot legally vest in AMRO as the work is created.

## **12. Record Keeping and Audit Rights**

- 12.1. AMRO reserves the right to perform audits of all books, records, internal processes and controls of the Supplier which relate to the performance of the Deliverables under this Contract at any time during the Contract term and for a period of three (3) years following the expiry or early termination of the Contract. The Supplier shall keep and maintain full and accurate records for at least three (3) years after the expiry or early termination of the Contract, or as long a period as may be agreed between the Parties. Upon reasonable written notice, the Supplier shall provide AMRO, or its appointed auditors, reasonable access to Supplier's records to verify compliance with the terms and conditions of this Contract.

## **13. Notices**

- 13.1. Notices and communication required under the Contract, including, but not limited to, requests, permissions or consent, shall be in writing. Notices and communication may be personally exchanged, sent in electronic format or by



traditional means of communication such as registered mail, telex, telegram, or facsimile.

- 13.2. Notices shall be effective when sent to the address specified in writing by both Parties on Effective Date of this Contract and personally received by the addressee or constructively through the addressee's duly authorized representative. Notices sent by registered mail shall be effective on the date of delivery, as shown in the return card for registered mail or the postmaster's certification. Otherwise, notices sent by telex, facsimile or similar means shall be effective upon successful transmission to the Party in accordance with the contact details specified by both Parties on Effective Date of this Contract or on the notice's effective date, whichever is later.

#### **14. Force Majeure**

- 14.1. Neither Party will be liable for any delay in performance or breach of its obligations hereunder resulting from an Event of Force Majeure, provided that such Party: (i) has taken all reasonable steps to prevent and avoid the Event of Force Majeure; (ii) takes all reasonable steps to overcome and mitigate the effects of the Event of Force Majeure as soon as reasonably practicable; and (iii) on becoming aware of the Event of Force Majeure, promptly notifies the other Party and confirms in writing the Event of Force Majeure.
- 14.2. The notification of the Event of Force Majeure will contain: (i) details of the Event of Force Majeure, (ii) the known or anticipated impact of the Event of Force Majeure, and (iii) a reasonable estimate of the period during which the Event of Force Majeure will continue. The Party affected will regularly update the other Party with respect to the steps the Party affected is taking to overcome and mitigate the effects of the Event of Force Majeure. The Party affected will continue to perform as many of its obligations under this Contract as is reasonably practical and will undertake reasonable alternative means of performance not prevented by the Event of Force Majeure.

#### **15. Special Character, Privileges and Immunities of AMRO**

- 15.1. The Supplier acknowledges the special character of AMRO as an international organization with status, privileges and immunities as are provided under the AMRO Agreement, a copy of which is available in [www.amro-asia.org](http://www.amro-asia.org). Nothing in or relating to this Contract will be construed as a waiver, renunciation or modification, expressed or implied, by AMRO of any immunities, privileges and exemptions accorded to it under AMRO Agreement or any applicable law of AMRO's members.

## **16. Settlement of Disputes; Governing Law**

- 16.1. The Contract shall be governed and interpreted according to Singapore law, subject to the privileges and immunities accorded to AMRO.
- 16.2. AMRO and the Supplier shall exert efforts to amicably resolve by mutual consultation disputes arising between them in connection with or as a result of the Contract within thirty (30) days of either Party's notice of the dispute to the other.
- 16.3. After the initial thirty (30) day-period, the Parties shall consider referring unresolved disputes to mediation, unless AMRO considers the dispute not suitable for mediation or the Supplier does not consent. The Parties shall appoint a neutral mediator from a reputable association of accredited mediators. The mediator shall formulate a simplified procedure for mediation and complete the mediation within fifteen (15) days from his appointment. The mediation will take place in Singapore in the English language.
- 16.4. Should efforts to resolve disputes under 16.2 and 16.3 fail, the dispute or difference shall be finally settled under the Arbitration Rules of the Singapore International Arbitration Centre (SIAC) by one arbitrator appointed under the said Rules. The arbitration shall take place in Singapore. The resulting award shall be final and binding on the parties and shall replace other remedies. The language of arbitration shall be English and each party shall bear its own costs.

## **17. Termination**

### **17.1. Termination for Convenience**

AMRO may, at any time and at its discretion, terminate this Contract, in whole or in part, by giving no less than thirty (30) days' prior written notice of termination to the Supplier. Notice of such termination will state that the termination is for AMRO's convenience. Unless otherwise instructed by AMRO, the Supplier will stop providing the Deliverables immediately upon receipt of the termination notice and will follow the instructions and directions of AMRO. In the event of such termination, AMRO will pay for Deliverables provided by the Supplier in accordance with the Contract up to the effective date of termination; however, such payment will not exceed the total value of the Deliverables. The Supplier will not be allowed to claim any payment for the portion of any Deliverables that have not been provided in accordance with the Contract as of its termination.

### **17.2. Termination for Force Majeure**

AMRO may terminate the Contract, by not less than thirty (30) days' prior written notice to the Supplier if, as a result of an Event of Force Majeure, the Supplier is unable to perform a material portion of the Deliverables for a continuous period of not less than thirty (30) days. In the event of termination for an Event of Force Majeure, the Supplier shall be entitled to be paid for Deliverables satisfactorily and

properly performed prior to the effective date of termination in accordance with the Contract.

AMRO may, at any time before the effective date of termination, decide to withdraw the notice to terminate issued by AMRO pursuant to section 17.2 and notify thereof in writing to the Supplier if the Event(s) of Force Majeure ceases to exist and the Supplier is able to resume its full performance under the Contract in which case the Supplier shall continue to perform its obligations under the Contract starting from the date determined by AMRO.

### **17.3. Termination for Default.**

17.3.1. AMRO may terminate the Contract immediately by serving a written notice to the Supplier specifying the reasons for the default if:

- (a) the Supplier undertakes legal proceedings to dissolve or wind up its business, or be declared bankrupt and/or insolvent;
- (b) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fifteen (15) days;
- (c) there is a change of ownership or control with respect to the Supplier;
- (d) the Supplier otherwise loses legal capacity to contract;
- (e) the Supplier:
  - (i) breaches a material provision of the Contract and fails to remedy such breach within thirty (30) days; or
  - (ii) breaches any representations or warranties made under this Contract and, in either case, if such breach is capable of remedy, fails to remedy such breach within a reasonable time period notified to it by AMRO; or
- (f) AMRO determines that the Supplier, its subcontractor, or their respective personnel, has committed or engaged in corrupt, fraudulent, coercive, collusive acts, during the procurement of the Goods and/or Services and/or implementation of the Contract.

17.3.2. If AMRO terminates the Contract in whole or in part due to a default on the part of the Supplier, AMRO may procure Goods and/or Services similar to those to be provided under the Contract from a third party, and the Supplier shall be liable for any excess costs that AMRO may incur in procuring such similar Goods and/or Services. If only part of the Contract is terminated, the Supplier shall continue

performing its obligations provided under parts of the Contract that remain effective and the Supplier's remuneration will be adjusted accordingly.

## **18. Transition**

18.1. Following expiry or early termination of the Contract, the Supplier shall provide all necessary assistance to ensure the smooth, well-organized and seamless transition to a new or replacement contractor providing similar services to the Services, if any. For this purpose:

- (a) The Supplier shall submit, maintain and regularly update a business continuation or transition plan for AMRO's approval. Such plan to be submitted, in the event of expiry of the Contract, at least thirty (30) days prior to expiry date of the Contract and promptly after receipt of a notice of termination, in the event of early termination of the Contract. No such plan or update thereto shall be implemented until such plan or update thereto has been approved by AMRO;
- (b) The Supplier shall perform all outstanding Deliverables until the expiry of the Contract or the date of early termination, whichever is earlier, without further delay and/or according to a schedule agreed with AMRO. The Supplier shall deploy adequate staff of the appropriate level or seniority to ensure efficient performance of such outstanding Deliverables, including but not limited to, handing the Services over to the new or replacement contractor;
- (c) The Supplier shall account for all equipment, facility or property of AMRO, including documents and information in whatever format that the Supplier possesses or otherwise uses in performing the Services; and
- (d) The Supplier agrees to transfer or turn-over the technology, knowledge or information required to allow continuation of the Services and deploy the required personnel for this purpose at costs chargeable to the new contractor.

18.2. AMRO and the Supplier shall agree on other conditions necessary to ensure smooth transition of the business and uninterrupted delivery of the Goods and/or Services.

18.3. These obligations and requirements of transition as set forth in this Clause 18 shall remain effective following any termination of the Contract until such transition period is expired as agreed between the Parties.

## **19. Amendment**

19.1. This Contract may only be amended by agreement in writing between the Parties.

## **20. Non-assignability; Subcontracts**

- 20.1. The Supplier shall not assign or transfer the Contract or any specific rights and obligations under it without the prior written consent of AMRO.
- 20.2. The Supplier shall not engage any subcontractor to perform any work in whole or in part under this Contract unless AMRO has provided prior written authorization to the Supplier to that effect. Where AMRO has consented to subcontracting, copies of each sub-contract shall, at the request of the AMRO, be sent by the Supplier to AMRO as soon as reasonably practicable.
- 20.3. When allowed by the nature of the Goods and/or Services, and subject to the conditions under applicable laws and regulations, the Supplier may engage a subcontractor to deliver the Goods and/or Services. The performance standards, and other relevant provisions of the Contract, including AMRO's Standards and Rules under section 5, shall apply to the subcontractors or their respective employees, as if they were employees of the Supplier. However, the Supplier shall be solely liable to AMRO for the Goods and/or Services delivered by the subcontractor. The Supplier undertakes to include in any contract signed with a subcontractor for all or part of the Deliverables provisions requiring the subcontractor to comply this General Terms and Conditions.

## **21. Entire Agreement**

- 21.1. This Contract supersedes all prior representations, agreements, statements and understandings between the Parties, whether oral or in writing relating to the subject matter of this Contract.

## **22. Separability**

- 22.1. Should any section, subsection or part of the Contract be held by a competent court or tribunal to be invalid, illegal, unenforceable, or void, the remainder of the Contract will not be affected and will remain in full force and effect.

## **23. Language**

- 23.1. This Contract is executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning and interpretation of this Contract. This Contract may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement.

## **24. Survival**

24.1. The following provisions of this Contract will remain in full force and effect following the expiration or early termination of this Contract: Section 2 (*Supplier Representations and Warranties*), Section 7 (*Supplier's Liability and Indemnity*), Section 10 (*Confidential Information*), Section 11 (*Intellectual Property*), Section 13 (*Notices*), Section 15 (*Special Character, Privileges and Immunities of AMRO*), Section 16 (*Settlement of Disputes; Governing Law*); and Section 20 (*Non-Assignability; Subcontracts*).

Version as of January 2026