

SCHEDULE 1
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (including the Recitals and the Schedules), except to the extent that the context otherwise requires, the following terms shall have the meanings set forth below:

“Activity” or “Activities”	means each of the specific activities organized by NTUC under the Programme, including but not limited to those listed at Section 3 of the Form of Agreement. The list of Activities offered by NTUC may be adjusted and/or varied by NTUC from time to time at its sole discretion.
“Article”	means an article in <u>Schedule 2</u> .
“NOK”	means the Next of Kin whose particulars are set out in the Form of Agreement, and who has signed/executed this Agreement (if any and where applicable).
“Clause”	means a clause in this <u>Schedule 1</u> .
“Commencement Date”	means the date this Agreement is accepted by the Participant.
“Confidential Information”	has the meaning given to it in <u>Clause 3.1</u> .
“Disbursements”	has the meaning given to it in <u>Article 3.1</u> .
“Form of Agreement”	means the form of agreement executed by the Parties and to which this <u>Schedule 1</u> and <u>Schedule 2</u> are appended.
“Force Majeure Event”	means any event which is beyond the control of the party concerned, and which includes (but is not limited to): (i) acts of God, floods, tempest or fire; (ii) war, insurrection, rebellion or act of terrorism; (iii) acts, restrictions, regulations, by-laws or prohibitions on the part of any governmental, parliamentary or local authority preventing the affected party’s performance of this Agreement; (iv) strikes, lock-outs or other industrial actions or trade disputes; (v) epidemic of infectious or contagious diseases or any similar public health emergency declared by any governmental or local authority.
“NTUC”	means NTUC Health Co-operative Ltd.
“Participant”	means the participant whose particulars are set out in the Form of Agreement.
“Personnel”	means any person engaged, appointed or tasked by NTUC to deliver the Services and/or administer the Programme, including but not limited to employees of NTUC, NTUC volunteers and/or external third-party service providers.
“Programme”	has the meaning given to it in <u>Article 1.1</u> .

“Section”	means a section in the Form of Agreement.
“Services”	refers to the services offered or provided by NTUC and/or the Personnel in relation to the Programme.
“Taxes”	means all taxes (including goods and services taxes; GST), duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under Singapore law with respect to the provision of any Services or on any Fees or payment due or payable to NTUC from the Participant.
“Term”	has the meaning given to it in Article 5.1 .

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 the expression “**this Agreement**” or any similar expression shall refer to the Form of Agreement, the General Terms and Conditions in this [Schedule 1](#), the Programme Terms and Conditions at [Schedule 2](#), as well as any supplemental written agreement as may be in force from time to time or at any time;
- 1.2.2 references to Schedules are to be construed as references to [Schedule 1](#) and [Schedule 2](#) to the Form of Agreement and references to this Agreement shall include the Form of Agreement and all its Schedules;
- 1.2.3 words importing the singular include the plural and vice versa, words importing a gender include every gender;
- 1.2.4 references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- 1.2.5 any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted;
- 1.2.6 headings are for convenience of reference only and shall not affect the interpretation of this Agreement; and
- 1.2.7 references to any persons related with another shall include corporations so related by the governing law in Singapore.

2. EMERGENCY

- 2.1 In the event of an emergency in which the Participant requires immediate medical attention, and the Participant’s emergency contact is uncontactable, the Participant expressly acknowledges and allows:
 - 2.1.1 NTUC and/or any of the Personnel to arrange for the Participant to be sent and/or admitted to any appropriate medical institution and all expenses in relation thereto (including but not limited to transport and medical fees) shall be borne fully by the Participant and/or the NOK (where applicable);
 - 2.1.2 NTUC and/or any of the Personnel to act on the Participant’s behalf in seeking emergency evacuation and/or medical treatment in the event such action is deemed necessary in the circumstances; and/or

2.1.3 any of the Personnel to administer emergency medical procedures to the Participant, including but not limited to first aid, cardiopulmonary resuscitation and automated external defibrillation etc.

2.2 The Participant shall ensure that his/her contact details, as well as that of the Participant's next of kin, emergency contact and/or caregiver (where applicable), are up to date and promptly inform NTUC and keep NTUC apprised of any changes to the same.

3. CONFIDENTIAL INFORMATION

3.1 The Participant (and NOK, where applicable) shall treat all non-publicly available information provided by NTUC or generated or obtained in connection with either party's performance of this Agreement (collectively, "Confidential Information") as confidential, including any oral and written communications, information, documents, notes, data or other material in tangible, intangible or electronic form which NTUC deems proprietary or confidential, and shall not disclose or circulate such Confidential Information to any third parties without prior written consent of NTUC.

3.2 The Participant (and NOK, where applicable) agree to promptly destroy and/or deliver to NTUC the Confidential Information upon NTUC's election and request. If the Participant (and/or NOK, where applicable) are required by any applicable law or order of a court having jurisdiction over the Participant to disclose any Confidential Information, the Participant and/or NOK (as the case may be) shall, insofar as it is lawful to do so, immediately and prior to such disclosure, notify NTUC of such requirement.

3.3 These obligations of confidentiality shall survive the expiry or termination of this Agreement for whatever reason.

4. PROTECTION OF PERSONAL DATA & PRIVACY

4.1 For the purpose of the Personal Data Protection Act 2012 ("PDPA"), the Participant (and NOK, where applicable) consent to provide their personal data (including NRIC number, name, address, contact information (e.g. telephone number and/or email address), photograph, video image and any other information that may identify or is personal to the Participant or where applicable, the NOK) to NTUC and its affiliates and/or subcontractors for collection, use and disclosure for:

4.1.1 evaluating the Participant's suitability and eligibility for the Programme and other programmes offered by NTUC's associates;

4.1.2 referring the Participant to other suitable programmes offered by NTUC's associates;

4.1.3 the performance of the Services and delivery of the Programme;

4.1.4 conducting the annual Community Screening and any other assessments as may be required from time to time in connection with the Programme;

4.1.5 the purposes described in NTUC's Privacy Policy which can be found on NTUC's website <https://ntuhealth.sg/privacy-policy/>.

Detailed information of what will be shared is described in NTUC's Privacy Policy, as well as the rights the parties are entitled to, including the option not to share their information.

4.2 Without prejudice to the generality of **Clause 4.1** above, the Participant specifically consents to (i) NTUC disclosing and sharing his/her personal data to other third parties, including but not limited to the Ministry of Health, Agency of Integrated Care, the third parties funding the Programme and on the National Electronic Health Record; and (ii) such other third parties accessing, using and processing his/her personal data, for the purposes of:

4.2.1 the effective delivery and provision of the Programme, including the operation of any IT systems

- hosted by government agencies which may be utilized by NTUC;
 - 4.2.2 the provision of healthcare services (including making medical referral and facilitating diagnosis);
 - 4.2.3 the provision of healthcare-related services and social services (including financial subsidies);
 - 4.2.4 Programme evaluation, enhancement and improvement purposes;
 - 4.2.5 healthcare service improvement, programme evaluation, feedback collection, services planning and healthcare policy planning; and
 - 4.2.6 healthcare research and studies, and other educational purposes.
- 4.3 NTUC may, from time to time, notify the Participant (or NOK, where applicable) in writing of additional purposes for which the Participant's personal data is intended to be accessed, used, shared and disclosed. The Participant shall be entitled to opt out of the collection, use or disclosure of his/her personal data for such additional purposes by written notice to NTUC within ten (10) days of issuance of the aforesaid notice by NTUC. The Participant shall be deemed to have given consent for such additional purposes if the Participant does not opt out within the ten (10) day opt out period.
- 4.4 NTUC shall, in its collection, processing, disclosure or other use of any information and/or data which can identify the Participant (or NOK, where applicable) for any purpose arising out of or in connection with this Agreement, adhere to the requirements of the PDPA.
- 4.5 Where the Participant (or NOK, where applicable) provides to NTUC the personal data of any party other than their own, they shall be responsible for obtaining the necessary consents to release such personal data to NTUC and for the use of such data by NTUC to provide the Services and/or perform this Agreement. Without limiting the generality of **Clause 5.1**, the Participant and/or NOK (as the case may be) shall indemnify and hold harmless NTUC from and against any claims by any third party arising by reason of NTUC's use of such data provided by the disclosing party to provide the Services and/or perform this Agreement.
- 4.6 The Participant (and NOK, where applicable) acknowledges that (i) he / she is aware that CCTVs are or may be installed at certain locations within NTUC's premises; (ii) photography and/or videography may from time to time be taken within NTUC's premises; and (iii) by participating in the Programme, consents to his or her image being recorded and retained as thought fit by NTUC. The Participant (and NOK, where applicable) acknowledges, consents and agrees that such footage or images may from time to time be reviewed or disclosed by NTUC (i) to the relevant authorities or to relevant third parties in furtherance of the delivery and needs of the Programme and/or for investigative or security purposes; or (ii) to the general public for publicity and marketing purposes.

5. LIABILITY & INDEMNITY

- 5.1 To the fullest extent permitted by law, the Participant (and NOK, where applicable) agrees to fully indemnify, defend and hold harmless NTUC, its affiliates, directors, officers, employees and any Personnel, from and against any and all claims, damages, losses, costs (including without limitation legal costs on a full indemnity basis), expenses, demands or liabilities arising out of or in connection with (i) the Participant's (and/or NOK's) participation in the Programme; (ii) any breach by the Participant (or NOK) of any obligations under this Agreement, including any breach of the Participant's and/or NOK's representations, warranties and/or undertakings contained herein; and (iii) the Participant's (and/or NOK's) infringement or violation of the rights of any third parties, including all and any claims made by and/or loss caused to any third parties due to the acts and/or omissions of the Participant (and/or NOK).
- 5.2 Subject to **Clause 5.5** below, NTUC, its affiliates, directors, officers, employees, agents, representatives or sub-contractors shall not be liable in any way for loss, damage, injury or death (including destruction of or theft of any property) to the Participant (or any other person related to the Participant including the NOK, if any), save where such loss, damage, injury or death arises from or in connection with (i) NTUC's breach of this Agreement or any other duty and/or obligation owed to the Participant in statute or contract; or (ii) NTUC's negligence or willful misconduct.

- 5.3 Without limiting the generality of **Clause 5.2** above, NTUC, its affiliates, directors, officers, employees, agents, representatives or sub-contractors shall not be liable in any way for loss, damage, injury or death (including destruction of or theft of any property) to the Participant (or otherwise any person related to the Participant including the NOK, if any), where such loss, damage, injury or death arises from or in connection with (i) the Participant's (or NOK's) own omissions or failure to heed health warnings; (ii) the Participant's (or NOK's) own omissions or failure to make full and frank disclosures of the Participant's medical condition, in the Health Status Declaration or otherwise; or (iii) acting against the advice of any medical personnel, or of NTUC or any Personnel.
- 5.4 To the fullest extent permitted by law, NTUC's liability arising out of or in connection with NTUC's obligations under this Agreement, in contract or otherwise (including for negligence), shall be limited to S\$500 per incident or occurrence.
- 5.5 Nothing in this Agreement shall limit or exclude a party's liability for death or personal injury resulting from the negligence of that party or of its directors, officers, employees and/or agents.
- 5.6 Neither party shall be liable to the other party for any indirect or consequential loss however arising, including but not limited to loss of profits, anticipated profits, savings, loss of business or opportunity, loss of publicity or any other sort of pure economic loss.

6. OBSERVANCE OF NTUC'S CODE OF CONDUCT

- 6.1 The Participant (and NOK, where applicable) shall adhere to and observe the following rules and regulations:
- 6.1.1 No alcohol, smoking or gambling is allowed within and around NTUC's premises and/or in the presence of any Personnel who are providing the Services.
- 6.1.2 No outside food and beverages are to be consumed by the Participant (or shared with the Participant) within NTUC's premises without prior consent from NTUC.
- 6.1.3 No verbal or physical abuse shall be directed at any other Participants, NTUC Personnel or Volunteers.
- 6.1.4 No photo and/or video shall be taken within or around NTUC's premises or of any Personnel, except where expressly permitted by NTUC.
- 6.1.5 The onus is on the Participant (and/or NOK, where applicable) to immediately inform NTUC if the Participant feels unwell. In such event, the Participant is advised to seek medical attention and refrain from attending any NTUC programmes until cleared by a medical practitioner.

7. NTUC'S PAYMENT POLICY

- 7.1 The Participant shall pay NTUC all amounts payable under this Agreement (and applicable Taxes thereon) according to the frequency specified by or acceptable to NTUC. Payment shall be made by GIRO or any other payment mode specified by or acceptable to NTUC. Invoices for payments shall be issued and provided by NTUC to the Participant at such frequency and by such method to be specified by NTUC at its sole discretion.
- 7.2 Notwithstanding any other provision in this Agreement, NTUC expressly reserves the right to vary or revise the price of any of its services, any of its prevailing fee-related policies and/or any other charges from time to time, at its discretion, subject only to approval from the relevant funding bodies if so required. Such variation or revision shall take effect from the date determined by NTUC at its sole discretion. NTUC shall notify the Participant (or NOK, if applicable), in such manner as NTUC deems appropriate, of any applicable variation(s)

or revision(s) which may affect the Participant (or NOK, if applicable). The Participant (and NOK, where applicable) shall be deemed to have accepted and agreed to such variation or revision if the Participant continues using the Services after the Participant (or NOK) has been duly notified of such variation or revision.

8. HEALTH DECLARATIONS

8.1 The Participant (and/or NOK, where applicable) shall regularly and from time to time update NTUC on changes to the Participant's medical condition that may affect the Participant's suitability for services offered by NTUC, including any adverse changes to the Participant's physical or mental condition.

8.2 NTUC shall be entitled to, from time to time, and at its sole and absolute discretion, for the purpose of assessing the Participant's suitability for the Programme or physical condition:

8.2.1 require the Participant (and/or NOK, where applicable) to provide NTUC with updated health information and/or declarations, including but not limited to medical reports, doctor's memos, hospital discharge summaries and/or medical certificates; and/or

8.2.2 require the Participant to undergo consultation(s) with a qualified individuals appointed and/or designated by NTUC (which the Participant and where applicable, the NOK, hereby consent to).

8.3 For the Participant's health and safety, NTUC expressly reserves the right to, in its sole and absolute discretion, refuse to allow the Participant to participate in the Programme or suspend the provision of Services to the Participant, if NTUC has any concerns about the Participant's medical, physical and/or mental health condition.

9. GOVERNING LAW & DISPUTE RESOLUTION

9.1 The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of Singapore.

9.2 If any dispute, controversy or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, breach or termination (the "**Dispute**"), the parties shall first seek to resolve the same joint consultation and meeting between the parties in the spirit of mutual cooperation by and good faith. In the event parties are unable to resolve the Dispute within 30 days of either party's request to the other for joint consultation and meeting, either party may refer the Dispute for mediation in accordance with the Mediation Rules of the Singapore Mediation Centre ("**SMC**") for the time being in force. Either party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within 60 days thereof. Unless otherwise agreed by the parties, the mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.

9.3 In the event that compliance with [Clause 9.2](#) fails to finally resolve the Dispute, the parties agree to submit to the non-exclusive jurisdiction of the Singapore courts.

10. MISCELLANEOUS

10.1 Assignment

The Participant (or NOK, where applicable) shall not assign or transfer any rights under this Agreement, in whole or in part, without the prior written consent of NTUC. NTUC shall have the right to assign this Agreement to any of its affiliates, or to any third party in connection with the transfer of all or substantially all of the assets of the business unit relating to this Agreement. NTUC may, in its sole and absolute discretion and without notice to any other party to this Agreement, subcontract or delegate the performance of parts of the

Services and may change those assignments from time to time.

10.2 Force Majeure

Except for the obligation to make timely payment of Fees, no party shall be liable for any delay or failure in the performance of this Agreement to the extent that the delay or failure is caused by a Force Majeure Event. Each party shall endeavour to give the other party reasonable notice of any such delay or failure.

10.3 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements between the parties. There are no other agreements pertaining to the subject matter hereof, either oral or written.

10.4 No Waivers

Any failure by either party to enforce any right hereunder shall not constitute a waiver of such right. Each party may waive its rights hereunder only by execution of a written instrument expressly waiving such right.

10.5 Severability

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held to be unenforceable by any court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect.

10.6 Construction

This Agreement has been approved by the parties, and in the event of any ambiguity or uncertainty, notwithstanding any rule or maxim of law or construction to the contrary (including but not limited to the legal principle of *contra proferentum*), this Agreement shall not be construed and interpreted against either of the parties by reason of the authorship of this Agreement or part thereof.

10.7 Amendments and/or updates to Terms and Conditions

NTUC reserves the right to modify, amend and/or update this General Terms and Conditions (at **Schedule 1**) and the Programme Terms and Conditions (at **Schedule 2**) from time to time, at its sole discretion upon reasonable notice to the Participant and/or NOK (where applicable). The Participant's continued use of the Services after being given reasonable notice of such modification, amendment and/or update to the Programme Terms and Conditions and General Terms and Conditions ("**Updated Terms**") shall constitute the Participant's and NOK's acceptance of the Updated Terms and an agreement to abide and to be bound by the Updated Terms.

--- END OF SCHEDULE 1 ---