

Vendor Agreement

Contract for World Express Pte Ltd on <Month> <Date><Year>
Entered into between

World Express Pte Ltd
And
<Vendor Name>

The agreement is signed by World Express Pte Ltd (“WXP”) and <Vendor Name> (“abbreviation for vendor name”).

Whereas, the vendor and WXP have signed <Event Name/ Event Date> (“service contract”) on <Date>. According to the service contract, the vendor may access and process Personal Information (see definition in Vendor Privacy Protection Standard) when providing service. In order to ensure that the vendor comply with Singapore laws and regulations with regard to privacy, security and data protection through friendly negotiations, both parties agree on the following terms and conditions regarding processing of personal information:

1. The vendor should abide by the agreement’s attached Vendor Privacy Protection Standard.
2. Personal information, whether it meets the definition of confidential information or not, is WXP’s confidential information.
3. The obligations set in Vendor Privacy Protection Standard, including the substantially similar obligations are the additional obligations of the vendor under the Agreement. If implementation of the obligations set in Vendor Privacy Protection Standard will cause the vendor unable to implement other obligations, the vendor should abide by the regulations in Vendor Privacy Protection Standard.
4. That the vendor fails to abide by Vendor Privacy Protection Standard would be deemed as severe violation of the regulations in the Agreement. Though other clauses in the Agreement may have opposite regulations:
 - i. WXP’s activities that are conducted according to the content of explicit permission in Vendor Privacy Protection Standard should not be regarded as WXP’s violation of the service contract; and
 - ii. Such activities should not be the reasons for the vendor not to implement the service contract.

This agreement comes into effect since the date of signing.

World Express Pte Ltd

Company Chop of “Vendor”

Authorized Representative Signature:
Title:
Date:

Authorized Representative Signature
Title:
Date:

VENDOR PRIVACY PROTECTION STANDARD

A. Purpose

This Vendor Privacy Protection Standard (“the standard”) stipulates confidentiality, security and privacy protection requirements with respect to Personal Information processed by Vendor on behalf of WXP to ensure that the processing by Vendor is compliant with applicable privacy, security and data protection laws and the requirements of World Express’ Privacy Protection Policy.

B. Definitions

1. “Personal Information” means any information provided by WXP or collected by Vendor for WXP (i) that identifies, or when used in combination with other information provided by WXP or processed by Vendor on behalf of WXP identifies, an individual, or (ii) from which identification or contact information of an individual person can be derived. Personal information can be any media or format, including computerized or electronic records as well as paper-based files.

Personal Information includes (without limitation): (a) a first or last name or initials; (b) a home or other physical address, including street name and name of city or town; (c) an email address or other online contact information, such as an instant messaging user identifier or a screen name that reveals an individual’s email address; (d) a telephone number; (e) a social security number, or other government-issued identifier; (f) an Internet Protocol (“IP”) address or host name that identifies an individual; or (h) birth dates or treatment dates. Additionally, to the extent any other information (such as, but not necessarily limited to, case report form information, clinical trial identification codes, personal profile information, IP addresses, other unique identifier, or biometric information) is associated or combined with Personal Information, then such information will also be considered as Personal Information.

2. “Processing of Personal Information” (or “Processing”) shall mean any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, storage, accepting or alteration, retrieval, use, disclosure by transmission, deletion, etc.

3. “Services” shall mean any and all services that WXP requests the Vendor to perform under any contract or agreement that involves Processing of Personal Information.

C. Vendor’s Obligations

1. Vendor shall process Personal Information only on behalf of WXP and in accordance with WXP’s instructions pursuant to the agreement with WXP and this WXP Vendor Privacy Standard

WXP’s initial : _____
Vendor’s initial : _____

- 2. Vendor shall immediately inform WXP in writing
 - If he/she cannot comply with the agreement with WXP regarding the Services. WXP shall be entitled to suspend the communication of Personal Information, and to terminate any of Vendor's further processing of Personal Information;
 - Of any request for access to any Personal Information received by Vendor from an individual who is (or claims to be) the subject of the data;
 - Of any request for access to any Personal Information received by Vendor from any government official;
 - Of any accidental or unauthorized disclosure or access to the Personal Information and relevant facts with respect to disclosure or access; and
 - Of any other requests with respect to Personal Information received from WXP's employees or other third parties, other than those set forth in the agreement

Vendor understands that it is not authorized to respond to these requests, unless explicitly authorized by WXP.

- 3. Any Personal Information collected or processed by Vendor in the performance of the Service contracted shall be limited to what which is necessary to perform such Services or to fulfill any legal requirements. Personal Information shall be kept reasonably accurate and current in accordance with document management provisions in the agreement.
- 4. If the Services involve the collection of Personal Information directly from individuals, such as through a registration process or a web-page, Vendor will provide a clear and conspicuous notice regarding the uses of the Personal Information, which notice shall be consistent with the provisions of the agreement between Vendor and WXP. However, no terms of use, privacy statement or other provisions presented to individuals via a web-page or in any other manner shall alter the Vendor's obligations or rights under this Privacy Standard or the manner in which the Vendor may use Personal Information.

D. Confidentiality of Personal Information

- 1. Consistent with the confidentiality provisions of the agreement with WXP, Personal Information is considered Confidential Information of WXP and Vendor must maintain all Personal Information in strict confidence. Vendor shall not disclose, transmit, or make available the Personal Information to third parties (including subcontractors), unless such disclosure, transmission, or making available has been explicitly authorized by WXP in writing.
- 2. Vendor shall make the Personal Information available only to its employees who have a need to access the Personal Information in order to perform the Services. Vendor shall inform and train its employees having access to Personal Information of the privacy, confidentiality and security requirements set out in the agreement with WXP and this Vendor Privacy Standard. Vendor's employees may handle Personal Information only if they have been appropriately trained and are bound by legally enforceable and sound confidentiality obligations.
- 3. When the Vendor ceases to perform Services for WXP, Vendor shall return all Personal Information and any copies to WXP or shall securely destroy all Personal Information and so certify to WXP.

WXP's initial : _____

Vendor's initial : _____

E. Security

- 1. Vendor shall have implemented appropriate operational, technical and managerial systems to protect Personal Information against accidental or unlawful destruction, alteration, unauthorized disclosure or access. If the Processing involves the transmission of Personal Information over a network, Vendor shall have implemented appropriate supplementary measures aimed at protecting Personal information against the specific risks presented by the Processing.
- 2. At WXP’s request, Vendor shall submit its data processing facilities for audit, which shall be carried out by WXP (or by an independent inspection company designated by WXP). Vendor shall fully co-operate with any such audit. In the event that any such audit reveals material gaps or weaknesses in Vendor’s security program, WXP shall be entitled to suspend transmission of Personal Information to Vendor and Vendor’s processing of such Personal Information until such issues are resolved.

F. Compliance with Laws

Vendors must stay informed of the legal and regulatory requirements for its Processing of Personal Information. In addition to being limited to satisfaction of the Services, Vendor’s Processing shall comply with applicable privacy or security laws and regulations, as well as Vendor’s own privacy notices.