

Country Schedule – Singapore

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Governing law and dispute resolution

If any dispute or difference arises between the parties as to the construction of the Agreement or as to any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any question regarding its existence, validity or termination:

- a. *any party may deliver a notice to the other party setting out in reasonable detail the particulars of the matter(s) in question. The parties shall use best endeavours to meet, discuss and settle such dispute in good faith and by agreement within 30 days ("**Discussion Period**");*
- b. *if the parties are unable to settle the matter(s) during the Discussion Period, they may submit the matter(s) for mediation at the Singapore Mediation Centre ("**SMC**") in accordance with SMC's Mediation Procedure in force for the time being. Any party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within 10 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; and*
- c. *if such matter(s) has not been settled pursuant to mediation within 30 days of the commencement of the mediation (or such other period as the parties may mutually agree), the parties agree to submit to the non-exclusive jurisdiction of the courts of Singapore.*