

27/02/2025

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Dear Sir/Mdm,

**LETTER OF OFFER : AI-POWERED VIDEO ANALYTICS AND
SURVEILLANCE FOR EARLY CHILDHOOD FACILITIES (THE
"PROJECT") UNDER THE ADVANCED DIGITAL SOLUTIONS (SMES GO
DIGITAL) - OUTPUT-BASED**

1. We refer to your application for the **AI-POWERED VIDEO ANALYTICS AND SURVEILLANCE FOR EARLY CHILDHOOD FACILITIES** and we are pleased to inform you that your application is successful.
2. Please find below the details of the Grant.
 - i. **Grant** : Up to SGD **37,226.25**
 - ii. **Qualifying Period** : **14/02/2025 to 13/02/2026**
3. The award of the Grant is subject to the terms and conditions set out within this Letter of Offer and the accompanying enclosures.
4. Please indicate your acceptance of this Letter of Offer by signing and returning a clear and legible copy of the Acceptance Letter by way of email to Kevin_WANG@imda.gov.sg, copying caro@imda.gov.sg by **20/03/2025**
5. Any failure to indicate your acceptance as above will result in the Grant being deemed forfeited and you will need to undertake a fresh application.
6. All capitalized terms in this Letter of Offer shall have the meanings ascribed to them in the Agreement.
7. IMDA will pay to the PayNow Corporate bank account linked to your company's Unique Entity Number (UEN) issued in Singapore to your Singapore bank account and nominated by you in the application form.

8. Please contact **Kevin Wang** at Kevin_WANG@imda.gov.sg should you have any queries.

We wish you every success in this Project.

Yours faithfully,

INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY

This is computer-generated and does not require a signature.

ANNEX 1 : GENERAL TERMS AND CONDITIONS OF GRANT

Schedule 1A : Additional Obligations

ANNEX 2 : [INTENTIONALLY LEFT BLANK]

**ANNEX 3 : KPI, DISBURSEMENT MILESTONES AND CLAIM
PROCEDURE**

Schedule 3A : Claim Form

Schedule 3B : List Of Supporting Documents Required
for Output-Based verifications

Schedule 3C : Guidelines on Progress/Final Reports

ANNEX 4 : PROJECT SCOPE

To: Isaac Tow (SMEs Go Digital)
Info-communications Media Development Authority

Attn: Kevin Wang (SMEs Go Digital)

Date:

**ACCEPTANCE OF LETTER OF OFFER: AI-POWERED VIDEO ANALYTICS
AND SURVEILLANCE FOR EARLY CHILDHOOD FACILITIES (THE
"PROJECT") UNDER THE ADVANCED DIGITAL SOLUTIONS (SMES GO
DIGITAL) - OUTPUT-BASED**

I/We hereby acknowledge receipt of your Letter of Offer dated **27/02/2025** and accept all terms and conditions within the Agreement.

Note:

- *To minimise risk of accidental data leakage, it is advisable to password-protect the Acceptance Letter, when emailing them to IMDA. The password to access the password-protected documents must be sent to IMDA, in a separate email to the same addressees. IMDA will require the password to access the password-protected documents to acknowledge receipt of the Acceptance Letter.*



Joseph Tey (Mar 4, 2025 16:24 GMT+8)

Name: Joseph Tey

Designation: Co-CEO

For and on behalf of: Willowmore Pte Ltd

This document has been electronically signed by the signatory. Recipient hereby affirms that the electronic signature has been affixed with the due authorisation of Recipient and that Recipient intends for the electronic signature to carry the same weight, effect and meaning as a hand-signed wet-ink signature.

ANNEX 1
GENERAL TERMS AND CONDITIONS OF GRANT

Table of Contents

1.	GRANT	2
2.	OBLIGATIONS OF THE RECIPIENT	3
3.	DISBURSEMENT OF THE GRANT	4
4.	INTELLECTUAL PROPERTY RIGHTS	5
5.	CREDITS, PROMOTIONS AND PRESS RELEASES	5
6.	ACCOUNTS AND AUDITING	6
7.	REPORTING OBLIGATIONS	7
8.	REPRESENTATIONS AND WARRANTIES	8
9.	TERM AND TERMINATION	9
10.	FORCE MAJEURE.....	11
11.	REMEDIAL MEASURES AND WITHHOLDING OF GRANT	12
12.	INDEMNITY	13
13.	CONFIDENTIALITY.....	14
14.	NOTICES	15
15.	GENERAL PROVISIONS	15
16.	DEFINITIONS AND INTERPRETATION	18

1. GRANT

1.1. Grant

Subject to the Recipient's acceptance of the Letter of Offer, IMDA agrees to make available to the Recipient an amount up to the Grant during the Qualifying Period, in accordance with and subject to the terms and conditions of the Agreement.

1.2. Grant Purpose

The Grant shall, at all times, be used by the Recipient towards the Qualifying Expenses incurred during the Qualifying Period in relation to the implementation of the Project. IMDA, whether through its Audit Agent or otherwise, shall have the sole discretion to determine whether the usage of the Grant is within the scope of Qualifying Expenses. The Recipient shall be solely responsible for bearing all costs and expenses incurred which have not been authorised or approved by IMDA.

1.3. No GST Payable

No GST shall be payable in respect of the Grant.

1.4. Bank Account

All disbursements under the Grant shall be made to the bank account as provided and/or nominated by the Recipient in the grant management system.

1.5. Set Off

IMDA shall be entitled to set off any amounts due under this Agreement against any amount owed by the Recipient to IMDA whether arising from this Agreement or otherwise.

1.6. Late Payment Interest

IMDA may charge late payment interest on any unpaid sum due from the Recipient to IMDA, calculated based on the prevailing Government interest rate. Late payment interest shall accrue from the day immediately following the deadline specified by IMDA for payment and including the date of full payment.

1.7. Surviving Clause

In addition to any provision in the Agreement that is intended to survive termination, **Clause 1.5** and **Clause 1.6** shall survive termination of this Agreement.

2. OBLIGATIONS OF THE RECIPIENT

2.1. General obligations

During the term of the Agreement, the Recipient shall:

- (a) undertake the Project in accordance with **Annex 4**;
- (b) complete the Project by the last claim submission due date as set out in Table 2 of Annex 3;
- (c) comply with all terms and conditions of the Agreement;
- (d) comply with all Applicable Laws;
- (e) maintain good and sound financial standing to undertake the Project;
- (f) ensure that all representations and warranties made in connection with the Agreement remain true, accurate and complete;
- (g) maintain in good condition all supporting documentation that provide evidence of the Qualifying Expenses, Claims, Disbursement Milestones, KPIs and provide such documentation to IMDA as and when IMDA may request, including for purposes of satisfying the reporting obligations set out in **Clause 7**;
- (h) upon IMDA's prior request, grant IMDA and its authorised representatives access to all production sites, sets and locations in connection with the Project or pursuant to this Agreement;
- (i) ensure that all Qualifying Expenses are actually and legitimately incurred in good faith by the Recipient for purposes of the Project;
- (j) be responsible for the payment of any further costs and expenses, however incurred, in excess of the amount of the Qualifying Expenses covered by the Grant;
- (k) ensure that the contents of the Project and all publicity or materials published in connection with the Project comply with all Applicable Laws, and do not:
 - (1) advocate or lobby for lifestyle seen as objectionable by the general public;
 - (2) denigrate or debase a person, or a group or class of persons on the basis of race or religion, or serve to create conflict or misunderstanding in the multicultural and multi-religious society of Singapore;

- (3) undermine the authority or legitimacy of the Singapore Government or IMDA and public institutions or threaten the security or stability of Singapore; and/or
 - (4) in any way, be adverse to Singapore, Singapore Government or IMDA.
- (l) notify IMDA, together with submitting documentary proof, within two (2) weeks from the occurrence of the following events:
 - (1) there is change in name or legal form of the Recipient;
 - (2) events which may detrimentally affect the Recipient's ability to undertake the Project in accordance with **Annex 4**;
 - (3) Change of Control in the Recipient, as may be applicable; or
 - (4) legal proceedings, whether civil or criminal against the Recipient and/or its officers in relation to the Project;
- (m) not sell, lease, dispose or create any encumbrances over or attempt to undertake any of the foregoing or otherwise deal with the legal and equitable rights of any property (but excludes any Intellectual Property Rights) obtained as part of the Qualifying Expenses; and
- (n) not obligate or purport to obligate IMDA in any manner with respect to the Project by issuing or making any warranties or guarantees.

2.2. Additional obligations

The Recipient shall further undertake the additional obligations set out in **Schedule 1A**.

2.3. Survival

Notwithstanding the above, **Clause 2.1(k)** shall survive the termination of this Agreement in respect of all activities relating to the Project undertaken by the Recipient.

3. DISBURSEMENT OF THE GRANT

All disbursements and claims for disbursement under the Grant shall be made in accordance with **Annex 3**. For the avoidance of doubt, IMDA will reject, and not disburse any monies in respect of, any claimed items for which the Recipient fails to provide proof of payment at the time of the corresponding claim submission.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. No Assignment of Intellectual Property Rights

Nothing in this Agreement shall require the Recipient to assign ownership of any Intellectual Property Rights in relation to the Project to IMDA.

4.2. No Infringements or Violations

- (a) The Parties agree that it is the Recipient's sole responsibility to maintain all necessary copyright clearances, consents, licences or other authorisations in relation to the Project, including payment of any royalties where applicable.
- (b) The Recipient shall ensure that all materials authored, written, prepared, composed or submitted for use in relation to the Project do not:
 - (1) infringe or violate the right of privacy of any person;
 - (2) constitute a libel against any person;
 - (3) violate the copyright, common law right or any other right of any person; and
 - (4) contain any defamatory, obscene or any material that is not compliant with Applicable Laws.

4.3. Survival

This Clause shall survive termination of the Agreement.

5. CREDITS, PROMOTIONS AND PRESS RELEASES

5.1. Credits to IMDA

- (a) The Recipient shall credit IMDA as a supporter of the Project in the manner set out in **Schedule 1B**, where applicable.
- (b) All materials to be credited to IMDA shall be submitted to IMDA for its prior review and approval at least seven (7) days before any public launch or release.
- (c) IMDA shall have the sole and absolute right to require the Recipient to remove IMDA's logo, name or other IMDA-associated brand or credits from the Project and all materials related to the Project, at the sole costs and expenses of the Recipient.

5.2. Promotions and Press Releases

- (a) The Recipient shall not issue (and use the IMDA's name in) any form of advertising, press, publicity and promotional releases, including photographs, trailers, slides or other materials related to the Agreement or the Project, whether created by itself or commissioned by it and created by its agents or subcontractors, without the prior written approval of the IMDA at least seven (7) days before any such release.
- (b) IMDA may request for the Recipient to use its best endeavours to alter, change, amend, supplement or withdraw any form of advertising, press, publicity and promotional releases related to this Agreement or the Project, whether created by itself or commissioned by it and created by its agents or subcontractors, notwithstanding that prior approval from IMDA had been obtained under this Clause.
- (c) IMDA shall have the right to use all or any part of the advertising, press, publicity and promotional releases for publications or news stories related to the Agreement or the Project, save that IMDA shall notify the Recipient when such materials are used by or provided to Singapore Government.

5.3. Presentation of the Project

Upon invitation by IMDA, the Recipient shall present its Project, the findings and the experience related to the Project to IMDA, the Singapore Government and/or third parties selected by IMDA, provided always that nothing this **Clause 5.3** shall require the Recipient to disclose any confidential information, trade secrets and/or proprietary information.

5.4. Survival

Clauses 5.3 shall survive termination of the Agreement.

6. ACCOUNTS AND AUDITING

6.1. Proper Accounts

Notwithstanding anything prescribed in Applicable Laws, for the term of the Agreement and a period of five (5) years thereafter, the Recipient shall keep and maintain complete and proper accounts of income and expenditure relating to the Project in accordance with generally accepted accounting principles, and ensure that such accounts reflect a true and fair view of the financial position of the Recipient and all transactions relating to the Project.

6.2. Right to Audit

- (a) IMDA is entitled from time to time, by itself or through its Audit Agents, to conduct ad-hoc on-site audits to ensure that the terms of this Agreement are being, or were met and that reports and all information submitted by the Recipient are accurate, correct and not misleading.
- (b) The Recipient shall, upon reasonable notice in writing by IMDA, provide unrestricted access to all the accounts, records, documents, assets and premises in connection with the Grant, and such reasonable assistance as may be required by IMDA or its Audit Agent, in connection with such audit.

6.3. Costs and Expenses

The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause, save when a material breach is identified by the Audit Agent pursuant to **Clause 6.2**, all costs and expenses of such Audit Agent shall be borne by the Recipient.

6.4. Survival

This Clause shall survive termination of the Agreement.

7. REPORTING OBLIGATIONS

7.1. Reports Pursuant to IMDA's Requests

Upon IMDA's written request and within the timeline specified in IMDA's written request, the Recipient shall prepare and submit:

- (a) any information (including such information in connection with the Recipient's related party including information as specified within the Related Party Transactions Disclosure Form in **Schedule 2A**, or in connection with the Recipient's internal costs including information as specified within the Details of Internal Cost Form in **Schedule 2B**) required by IMDA in relation to the Project or the Grant;
- (b) such information relating to the financial condition or business of the Recipient or any of its related parties and subcontractors, insofar as IMDA is of the opinion that such information is necessary for the purpose of investigating or monitoring the Project, or verifying the Claims submitted by the Recipient; and
- (c) Progress Reports in the form as prescribed in **Schedule 3C**.

7.2. Survival

This Clause shall survive termination of the Agreement.

8. REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to IMDA on the date of the Letter of Offer the following and such representations and warranties shall be deemed to be repeated as at the date of each Claim:

8.1. Status

If the Recipient is a legal entity, it has been duly registered or incorporated and is validly existing under the laws of its jurisdiction of registration or incorporation and has the capacity and authority to deliver and perform its obligations under the Agreement.

8.2. Capacity

If the Recipient is a natural person, he is a person of legal age and has the capacity and authority to deliver and perform his obligations under the Agreement.

8.3. Validity and Admissibility in Evidence

All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary licences, permits, authorisations, approvals and consents) in order to:

- (a) enable it to lawfully enter into, exercise its rights and perform and comply with its obligations under the Agreement; and
- (b) ensure that its obligations under the Agreement are valid, legally binding and enforceable,

have been taken, fulfilled and done, and it has full power and authority to enter into, exercise its rights, perform and comply with its obligations under this Agreement.

8.4. Enforceability

The Agreement, when duly executed on behalf of it, shall be valid, legally binding and enforceable on and against it in accordance with the terms under the Agreement.

8.5. Compliance with Applicable Laws and Agreements

Its entry into this Agreement and the performance of its obligations herein are in compliance with all Applicable Laws and do not constitute a default under any provision contained in any

other agreement, mortgage, trust, deed, licence, franchise, treaty or arrangement by which it is bound or affected or to which it is a party.

8.6. Information and Statements

All information, disclosure and statements or representations of fact made in the Application and/or related to the Agreement given by the Recipient or its agents or advisors to IMDA was, when given, and remains true, accurate and complete in every aspect and is not misleading.

8.7. Insolvency

It is able to pay its debts as and when they fall due.

8.8. Proceedings Pending or Threatened

There is no claim, action or proceeding pending or, to the knowledge of its officers, threatened against or affecting it before any court or administrative agency which might have a material adverse effect on the ability of it to perform its obligations under this Agreement, or which is likely to have a material adverse effect on the business, properties, assets, operations, financial or otherwise, of it.

8.9. Adverse Changes

There are no adverse changes in the business, assets, financial condition, operating environment and management of it or any other condition which may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement.

8.10. Qualifying Expenses

All Qualifying Expenses are actually and legitimately incurred in good faith by the Recipient for purposes of the Project.

8.11. No Other Government Funding Claimed

Save for the Grant which will be utilised for the purposes of the Qualifying Expenses, or unless otherwise approved or authorised by IMDA, the Recipient and any Interested Party has never claimed the Qualifying Expenses, as part of an application for or a claim for any funding, grant, subsidies, reimbursements, disbursements, or tax or financial incentives from the Singapore Government. The Recipient shall immediately notify IMDA in the event that the Recipient or any Interested Party has claimed or intends to claim for any funding, grant, subsidies, reimbursements, disbursements, or tax or financial incentives from the Singapore Government for any other aspects of the Project that do not form part of the Qualifying Expenses.

9. TERM AND TERMINATION

9.1. Term of this Agreement

This Agreement shall commence on the date of the Letter of Offer up to the date of any of the following, whichever is the later:

- (a) the date on which the full amount under the Grant has been disbursed to the Recipient by IMDA; or
- (b) the end of the Qualifying Period or any extension of it; or
- (c) the date on which all KPIs or Disbursement Milestones have been achieved.

9.2. Termination by IMDA

- (a) Without prejudice to any other rights that IMDA may have under the Agreement, IMDA may by notice to the Recipient terminate the Agreement with immediate effect or within the timeline stipulated within its notice, upon occurrence of any of the following events:
 - (1) the Recipient by way of any act or omission which embarrasses, prejudices or tarnishes or is likely to embarrass, prejudice or tarnish the reputation of IMDA or the Singapore Government, determined at the sole and absolute discretion of IMDA;
 - (2) the Recipient is or is presumed to be unable or admits its inability to pay its debts as and when they fall due, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
 - (3) any corporate, legal or other action or step is taken in relation to a moratorium of any indebtedness, winding-up, dissolution, administration, judicial management, statutory management, provisional supervision, reorganisation, bankruptcy, scheme or arrangement of the Recipient, including the appointment of a liquidator, receiver or trustee in respect of the Recipient or its assets, or any analogous procedure taken in any jurisdiction;
 - (4) all or substantially all of the Recipient's assets or business are sold, transferred or otherwise disposed of or ceases to exist;
 - (5) the Recipient has breached of any of the terms, conditions, stipulations or covenants contained in the Agreement;
 - (6) the Recipient has failed to achieve any of the KPIs or Disbursement Milestones;

- (7) in the sole and absolute opinion of IMDA, when IMDA considers it unlikely that the Recipient will complete the Project or achieve any of the KPIs or Disbursement Milestones to IMDA's satisfaction or otherwise in a timely manner;
 - (8) the initiation by the relevant authorities of any investigation into any alleged wrongdoing by the Recipient and/or its officers in relation to the affairs of the Recipient;
 - (9) any audit conducted in accordance with the Agreement discloses any irregularity in the records, controls and/or processes of the Recipient; or
 - (10) the making of any false, misleading, or materially inaccurate statements, Claims or representations by or on behalf of the Recipient to IMDA or any third party.
- (b) Notwithstanding the foregoing, IMDA, at its sole and absolute discretion, shall have the right to terminate the Agreement without cause, provided one (1) month's prior written notice had been given to the Recipient.

9.3. Consequences of Termination

Upon termination of the Agreement and without prejudice to any accrued rights up to the date of termination, or rights and obligations of the Parties under the Agreement which are expressly or impliedly intended to survive termination:

- (a) all rights and obligations of the Parties under the Agreement shall cease, and in particular, IMDA shall not be required to disburse any part or all of Grant which has yet to be disbursed as at the date of termination; and
- (b) IMDA may request for a refund of any part or whole of the Grant that has been disbursed and the Recipient shall make payment of the abovementioned refund within thirty (30) days from the date of IMDA's demand.

9.4. Surviving Clause

This Clause shall survive termination of this Agreement.

10. FORCE MAJEURE

10.1. Consequences in a Force Majeure Event

In respect of a Force Majeure Event:

- (a) either Party shall, as soon as reasonably practicable after the start of a Force Majeure Event, notify the other Party of the nature of the Force Majeure Event and the date on which it started.
- (b) either Party shall, for the duration of the Force Majeure Event, not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of its obligations.

10.2. Termination in a Force Majeure Event

- (a) If any Force Majeure Event shall continue for a period of more than thirty (30) days, IMDA may at any time thereafter, upon giving prior notice to the Recipient, elect to terminate the Agreement.
- (b) Upon termination of the Agreement, the Recipient shall refund to IMDA all amounts disbursed to the Recipient less Qualifying Expenses which the Recipient has already incurred as at the date of termination. The Recipient shall make payment of the aforementioned refund within thirty (30) days from the date of IMDA's demand.

11. REMEDIAL MEASURES AND WITHHOLDING OF GRANT

11.1. IMDA shall have the right to withhold disbursement if:

- (a) there are any pending clarifications required of the Recipient by IMDA in connection with the Claim submitted by the Recipient; or
- (b) there are any pending audits or investigations by the Audit Agent or IMDA in respect of the occurrence or suspected occurrence of any of the events which may amount to a breach of the terms and conditions of the Agreement.

11.2. If the Audit Agent or IMDA finds, in its sole discretion, that the Recipient has failed to comply with any of its obligations within the Agreement, including where:

- (a) the whole or any part of the Grant disbursed to the Recipient was not utilised in connection with any of the Qualifying Expenses; or
- (b) was utilised in connection with any of the Qualifying Expenses, but in breach of the terms and conditions of the Agreement,

IMDA shall have the right to:

- (i) prescribe mitigating or remedial measures to be undertaken by the Recipient, within a timeline to be specified by IMDA;

- (ii) request for a refund of the whole or part of the Grant which has been disbursed to the Recipient, where the Recipient shall make payment of such refund within thirty (30) days from the date of IMDA's demand for a refund;
 - (iii) suspend or withhold the whole or part of the Grant which has not been disbursed to the Recipient under the Agreement; and/or
 - (iv) reduce the amount of Grant made available to the Recipient.
- 11.3. If the Audit Agent or IMDA finds, in its sole discretion, that IMDA had for, any reason, made any overpayment of Grant monies (to be determined by IMDA in its sole discretion), IMDA may request for a refund of such excess amount disbursed to the Recipient. The Recipient shall make payment of such refund within thirty (30) days from the date of IMDA's demand for a refund. To avoid doubt, IMDA may recover such excess amounts disbursed notwithstanding that it is not attributable to any act, omission or breach by the Recipient.
- 11.4. To avoid doubt, **Clauses 11.1 to 11.3** are without prejudice to any other rights that IMDA may have under the Agreement, including the rights to terminate under **Clause 9.2**.
- 11.5. This Clause shall survive termination of this Agreement.

12. INDEMNITY

- 12.1. The Recipient shall indemnify and hold harmless IMDA and its members, members of a committee, officers, agents, employees and contractors (together, the "**IMDA Indemnified Parties**") from and against all actions, proceedings, demands, claims, liabilities, awards, damages, fines or costs (including any legal and professional fees and expenses awarded against or reasonably incurred by IMDA) that may be suffered or incurred by or asserted against the IMDA Indemnified Parties, directly or indirectly as a consequence of:
- (a) any breach, non-compliance, non-performance, act or omission by the Recipient, its agents, employees and contractors, of any of the Recipient's representations and warranties, or obligations under the Agreement;
 - (b) any infringement, breach, non-compliance, non-performance, act or omission by the Recipient, its agents, employees and contractors, of any patent, trademark, copyright or other Intellectual Property Rights under the Agreement; and
 - (c) any negligence or breach of statutory duty or other wrongful act or default on the part of the Recipient, its agents, employees or contractors arising out of any acts or omissions or the conduct of the Project.
- 12.2. This Clause shall survive termination of this Agreement.

13. CONFIDENTIALITY

13.1. Obligations of the Parties

The Parties agree to keep all Confidential Information strictly confidential, and shall not disclose or permit to disclose such Confidential Information to a third party unless it receives prior written consent from the other Party for such disclosure.

13.2. Exceptions

The confidentiality obligations shall not apply to the Parties in a case where the disclosing Party can reasonably demonstrate that:

- (a) the disclosure of Confidential Information to its shareholders, directors, employees, officers, agents, consultants and subcontractors, as may be applicable, is on a strict “need to know” basis for the purposes of performing its obligations under the Agreement, provided that such persons have been advised on the confidential nature of such Confidential Information and agree not to use such Confidential Information to the actual or potential detriment of the Party to which it relates;
- (b) it is compelled or required by Applicable Laws, a court of competent jurisdiction or any Government or regulatory authority; or
- (c) the Confidential Information has become public knowledge or is in the public domain (other than as a result of unauthorised disclosure by the Parties).

13.3. IMDA’s Right to Share

Notwithstanding **Clause 13.1**, IMDA shall have the right to share any Confidential Information of the Recipient it has obtained within the Singapore Government.

13.4. Confidential Information in the Event of Termination

Upon termination of the Agreement and at the request of IMDA, the Recipient shall cease use of all documents and other tangible objects containing or representing Confidential Information in whatever format and on whatever medium made available by IMDA to the Recipient (except those provided orally and are not reduced to recording of any form), and all copies thereof which are in the possession, custody or control of the Recipient shall be promptly returned to IMDA or destroyed.

13.5. Surviving Clause

This Clause shall survive termination of this Agreement.

14. NOTICES

14.1. Addresses

All notices, demands or other communications required or permitted to be given or made under this Agreement shall be:

- (a) in writing and in the English language; and
- (b) delivered personally or sent by local courier or by electronic mail addressed to the intended recipient at its address or electronic mail address, and marked for the attention of such person designated by it for the purposes of the Agreement, as set out in the Letter of Offer.

14.2. Delivery

Any such notice, demand or communication shall be deemed to have been duly served:

- (a) if given or made by letter, immediately if hand delivered or five (5) days after sending by local courier and in proving the same it shall be sufficient to show the receipt from the local courier showing that package was duly addressed and the date on which it was sent; or
- (b) if given or made by electronic mail, immediately and in proving the same it shall be sufficient to show the receipt of the electronic mail.

15. GENERAL PROVISIONS

15.1. Entire Agreement

- (a) The Agreement embodies all the terms and conditions agreed upon between the Parties as to the subject matter of this Agreement and supersedes and cancels in all respects, all previous agreements, undertakings and other arrangements between the Parties with respect to such subject matter.
- (b) For the avoidance of doubt, save as otherwise prescribed in the Agreement, neither Party has relied or is relying on any other information, discussion, understanding, representation, warranty or undertaking in entering into or performing the obligations set out in this Agreement, and IMDA shall not be liable for any non-fraudulent pre-contractual statements which may have been made.

15.2. Amendments

- (a) IMDA shall have the right to alter, change, supplement or amend any part of the Agreement, with two (2) weeks' prior notice to the Recipient.
- (b) In the event that the Recipient needs to alter, change, supplement or amend any part of the Project, including its project plan or the Qualifying Expenses, it shall obtain IMDA's consent in writing at least two (2) weeks prior to such change taking effect.

15.3. No Partnership or Joint Venture

Nothing contained in the Agreement shall be construed as creating or constituting a partnership, joint venture or association of any kind between the Parties or renders any Party liable for the debts or liabilities of the other Party.

15.4. Costs and Expenses

Unless otherwise agreed, each Party shall bear its own legal, professional and other costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Agreement and any documents referred to in it.

15.5. Survival

Clauses that expressly or by implication survive termination of the Agreement shall continue in full force and effect unless otherwise agreed by the Parties.

15.6. Agreement to Bind Successors and Assignees

This Agreement shall benefit and be binding on the Parties, their respective successors and any permitted assignee or transferee of some or all of a Party's rights or obligations under this Agreement.

15.7. Assignment

The Recipient shall not assign any of its rights or transfer any of its rights and obligations under the Agreement without the written consent of IMDA.

15.8. Invalidity and Severability

- (a) The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Agreement under the Applicable Laws of any jurisdiction or as may be adjudged by a court, shall not affect the validity, enforceability or legality of the other provisions.
- (b) If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the Parties.

15.9. Remedies and Waivers

- (a) Any waiver of any right or remedy or any consent given under this Agreement is only effective if it is in writing and signed by the waiving or consenting Party. It shall apply only in the circumstances for which it is given and shall not prevent the Party giving it from subsequently relying on the relevant provision.
- (b) No failure to exercise, nor any delay in exercising any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by Applicable Laws.
- (c) The Recipient acknowledges that damages may not be an adequate remedy for breach of the Agreement, and IMDA shall be entitled to seek remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the Agreement.

15.10. Third Party Rights

- (a) Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of this Agreement.
- (b) Nothing in this Agreement shall be construed to create any duty to, standard of care with respect to, or any liability to any person who is not a Party to this Agreement.

15.11. Further Assurances

Each Party agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by Applicable Laws or as may be necessary or desirable to implement and/or give effect to this Agreement.

15.12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Singapore.

15.13. Dispute Resolution

- (a) In the event of any Dispute arising between the Parties relating to the validity, interpretation, construction or performance of this Agreement, the Parties shall use their best endeavours to settle amicably such Dispute by consultation and negotiation.

- (b) If such efforts taken under Clause 15.13(a) above fail, then the Parties may refer the matter to mediation in accordance with the rules and procedures of the Singapore Mediation Centre.
- (c) If, and to the extent that, any Dispute has not been settled pursuant to Clauses 15.13(a) and 15.13(b) above, then the Dispute shall be referred to and finally resolved by the courts of the Republic of Singapore.

16. DEFINITIONS AND INTERPRETATION

16.1. Definitions

In the Agreement, the following terms shall have the meanings hereby assigned to them unless the context otherwise requires:

- “Acceptance Form”** : the acceptance form to the Letter of Offer submitted by the Recipient.
- “Agreement”** : all documents setting out the terms and conditions for award of the Grant by IMDA to Recipient, including but not limited to the Letter of Offer, General Terms and Conditions, Annexes, Schedules and Appendices appended thereto.
- “Applicable Laws”** : any law, statute, rule, regulation, directive, code of practice, notice, guideline or requirement issued, adopted, promulgated, implemented or otherwise put into effect by or under the authority of IMDA or the Singapore Government, including:
 - (a) Info-communications Media Development Authority Act (Act 22 of 2016);
 - (b) Broadcasting Act (Chapter 28);
 - (c) Films Act (Chapter 107);
 - (d) Newspaper and Printing Presses Act (Chapter 206);
 - (e) Public Entertainments and Meetings Act (Chapter 257); and
 - (f) Undesirable Publications Act (Chapter 338).
- “Application”** : the application for the Grant submitted by the Recipient.
- “Audit Agent”** : an external auditor appointed by IMDA in connection with this Agreement.

“Change of Control”	:	any change in legal or beneficial ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the Recipient.
“Claim”	:	a claim for disbursement under the Grant, submitted by the Recipient to IMDA.
“Confidential Information”	:	the contents of the Agreement, all communications between the Parties in relation to the Agreement, and all information and other materials supplied to or received by any Party or received or obtained directly or indirectly by any Party from the other Party in connection to the Agreement.
“Contributions in kind”	:	shall mean contributions to the Project other than in cash, including but not limited to the provision of manpower, and the loan or use of equipment.
“Disbursement Milestones”	:	the criteria that the Recipient is required to achieve to be eligible to submit a Claim as set out in Annex 3 Part A Table 2 .
“Dispute”	:	all disputes arising out of or in connection with the Agreement.
“Force Majeure Event”	:	any circumstance beyond the reasonable control of any Party including acts of God, new statutory enactments or modifications, war or warlike hostilities, acts of terrorism, civil commotion, riots, blockades, embargoes, sabotage, strikes, lockouts, shortage of material or labour, accidents, but excludes failure or delay in performance by the Recipient’s consultants, contractors, agents, suppliers or other third parties.
“General Terms and Conditions”	:	this general terms and conditions attached as Annex 1 to the Letter of Offer.
“Grant”	:	the grant awarded by IMDA to the Recipient, as specified in the Letter of Offer.
“GST”	:	Goods and Services Tax, pursuant to Goods and Services Tax Act (Chapter 117A).
“IMDA”	:	Info-communications Media Development Authority.
“Intellectual Property Rights”	:	any copyright, patents, rights to inventions, trademarks and all other related intellectual property rights, whether registered or unregistered, in any part of the world which will subsist or will subsist in the content created under the Project.
“Interested Party”	:	shall mean any person, whether a legal entity or natural person, who has an interest in the Project, whether through the provision of financing or contributions in kind.

“Key Performance Indicators” or “KPI”	:	the targets that the Recipient is required to achieve as set out in Annex 3 Part A Table 1 .
“Letter of Offer”	:	letter of offer from IMDA awarding the Grant to the Recipient, to which these General Terms and Conditions are appended to, as may be amended from time to time.
“Party” or “Parties”	:	IMDA or Recipient or both, as context may require.
“Progress Report”	:	any one of the reports (if any) required to be submitted by the Recipient under Annex 3, Part A .
“Project”	:	the project as specified in Letter of Offer, which shall be implemented in accordance with the project plan described in Annex 4 .
“Qualifying Expenses”	:	all reasonable and necessary expenses, which have been or will be incurred under the Project, as specified in Annex 2 .
“Qualifying Period”	:	the period within which Qualifying Expenses shall be incurred to qualify for the Grant, as specified in the Letter of Offer.
“Recipient”	:	any person who has been awarded the Grant by IMDA, whose details are more particularly set out in the Letter of Offer.
“Singapore Government”	:	the government of Singapore, and includes any government body, ministry, authority, statutory board or regulatory body.
“Third Party Purchaser”	:	any third party purchaser which intends to purchase the Recipient’s rights, title or interest in the Project.

16.2. Interpretation

In the Agreement, unless otherwise specified:

- (a) words importing the singular shall include the plural and vice versa, and words importing a gender shall include every gender;
- (b) the headings in the Agreement are inserted for convenience only and do not affect the interpretation thereof;
- (c) references to Annexes, Schedules and Appendices are to be construed as references to the annexes, schedules and appendices to this Agreement;
- (d) references to documents or agreements (including the Agreement) include references to amendments, replacements, and supplementary documents or agreements relating to

such documents or agreements (including the Agreement) and shall be binding upon the Parties;

- (e) references to any Party includes its successors and permitted substitutes or assigns;
- (f) references to a third party shall mean any person that is not a Party to this Agreement;
- (g) references to a “**person**” shall be construed to include any individual, firm, company, corporation or other body corporate, association, partnership, council, committee or representative body (whether or not having separate legal personality);
- (h) reference to a “**related party**” shall be construed as either of the following:
 - (1) in the case of a natural person: a person or a close member of that person’s family related to the Recipient who has:
 - (i) control or joint control of the Recipient;
 - (ii) has significant influence over the Recipient; or
 - (iii) is a member of the key management personnel of the Recipient or of a parent of the Recipient; or
 - (2) in the case of an entity other than a natural person: an entity is related to the Recipient if any of the following conditions apply:
 - (i) the entity and the Recipient are members of the same group of companies (i.e. either is a parent of, a subsidiary or share a parent company);
 - (ii) the Recipient is an associate or joint venture of the other entity (or an associate or joint venture of a member of a group of which the other entity is a member);
 - (iii) the Recipient and the entity share a third party joint venture partner;
 - (iv) the Recipient is a joint venture of a third party entity and the entity is an associate of the third party entity, or vice versa;
 - (v) the entity is a post-employment benefit plan for the benefit of the employees of either the Recipient or an entity related to the Recipient. If the Recipient is itself such a plan, the sponsoring employers shall also be related to the Recipient;

- (vi) the entity is controlled or jointly controlled by a person identified in **Clause 16.2(h)(1)** above;
 - (vii) a person identified in **Clause 16.2(h)(1)(i)** has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity);
 - (viii) the entity or any member of a group of which it is a part of, provides key management personnel services to the Recipient or the parent of the Recipient.
-
- (i) wherever the words “**include**”, “**includes**” or “**including**” are used, they will be deemed to be followed by the words “**without limitation**”;
 - (j) all references to a number of days mean calendar days, and the words “**months**” or “**monthly**” as well as all references to a number of months mean calendar months;
 - (k) references to any persons related with another shall include corporations so related by virtue of the Companies Act (Chapter 50); and
 - (l) references to a time of day are to Singapore time, and to dollars are to Singapore Dollars.

16.3. Order of Precedence

In the event of any inconsistency amongst the terms set out in the various documents which constitute the Agreement, the following documents shall prevail in the following order:

- (a) Letter of Offer;
- (b) Annex 1(i) Amended Terms and Conditions of Grant (where applicable);
- (c) the General Terms and Conditions (including Schedule 1A Additional Obligations);
- (d) Annexes other than this Annex 1 on General Terms and Conditions;
- (e) Schedules; and
- (f) Appendices.

SCHEDULE 1A
Additional Obligations
Pursuant to Clause 2.2 of Annex 1

1. PROJECT OBLIGATIONS

The Recipient (hereafter also the “**Lead Company**” in this Schedule 1A) shall ensure the following applicable criteria (“**Specified Participating Criteria**”):

- (a) Each of its participating companies (the “**Participating Companies**”):
 - i. is ACRA-registered and operating in Singapore; and
 - ii. has at least 30% of its ordinary shares held directly or indirectly by Singapore citizens / Singapore PRs.
- (b) SMEs comprise a certain percentage of the Participating Companies. For a Participating Company to be considered a SME, it must either have:
 - i. group annual sales turnover of not more than S\$100 million, or
 - ii. group employment size of not more than 200 employees.

2. DISBURSEMENTS INVOLVING PARTICIPATING COMPANIES

- (a) The Grant shall be disbursed directly to the Recipient on a Net-Billing basis, subject to the Participating Companies having paid the Recipient the co-share amount of the actual cost incurred for the qualifying cost items.
- (b) Notwithstanding other applicable laws, the Recipient shall ensure that the Participating Companies in this project are clear they have the obligation to:
 - i. provide their responses to any queries, audits, surveys, on-site verifications or studies, carried out by IMDA or any person authorised by IMDA, relevant information on the Project and/or relevant information, as and when requested by IMDA;
 - ii. own and use the asset(s) relating to the Project at the specified site(s) for at least 12 months **from the date of completion by the Participating Companies**; and
 - iii. keep and maintain complete and proper records of all accounts of income and expenditure and all other information relating to the Project in accordance with generally accepted accounting principles for a period of 5 years from the date of the Participating Companies’ declaration and ensure that such accounts and information reflect a true and fair view of the financial position and all transactions relating to the Project,(paragraph i., ii. and iii. above hereafter collectively the “**Specified Participating Obligations**”).
- (c) The Recipient shall verify that each Participating Company is eligible to be counted towards the Specified Participating Criteria before delivering its services / products to

them. If IMDA determines that any Participating Company is not eligible, the Recipient will not be entitled to such portion of the Grant that is attributable to such Participating Company, or to the Grant in entirety.

- (d) The Recipient shall ensure that it imposes appropriate back-to-back obligations on its Participating Companies in its contractual agreements (e.g., price quotations) with them, duly incorporating (with appropriate modifications) all the requirements, terms and conditions imposed by IMDA on the Recipient under the Letter of Offer (LOF) documents as may be appropriate.

3. IMDA'S RIGHT TO RECOVER MONIES DISBURSED

- (a) IMDA shall be entitled to recover any and all monies that may have been disbursed to the Recipient in relation to a Disqualified Participating Company (defined below), regardless if the Recipient had already disbursed such monies to such Disqualified Participating Company and/or if such Disqualified Participating Company is able or willing to return such monies to the Recipient or otherwise. For the purposes of this clause, a Participating Company shall be a "**Disqualified Participating Company**" if:
 - i. it fails to comply with any of the Specified Participating Obligations (as defined above);
 - ii. it fails any of the Specified Participating Criteria (as defined above); or
 - iii. it fails to meet any disbursement requirements or milestones as set out in Annex 3 Table 2.
- (b) To avoid doubt, IMDA shall not be obliged to take any action against any Disqualified Participating Company directly, nor shall IMDA's right to recover monies disbursed to the Recipient be prejudiced or affected in any way by any circumstances between the Recipient and the Disqualified Participating Company before IMDA exercises its rights against the Recipient herein.

4. PRICE SCHEDULE

The Recipient shall ensure that its solution is deployed and onboarded by the Participating Companies in accordance with the below Price Schedule and the deliverables table in Annex 3 Table 2.

Item	Description	Quantity	Unit Price (SGD)	Amount (SGD)
Hardware (one-time)				
1	Uninterruptible Power Supply 3KVA (UPS) <i>Supports Up to 10 cameras</i> - To supply power backup for WMVision (Video Analytics GPU) in case of a power outage - Includes 1 year warranty and maintenance	1	1,500.00	1,500.00
2	WM CCTV (Gateway) <i>Supports Up to 10 cameras</i> - To enable secure remote viewing of CCTV from WMSensehub - Includes 1 year warranty and maintenance	1	532.50	532.50
3	WM Vision (GPU) <i>Supports Up to 10 cameras</i> - To enable Video Analytics capability - Includes 1 year warranty and maintenance	1	2,000.00	2,000.00
4	Installation, Integration, Testing & Commissioning - WMCCTV (Gateway) - WMVision (GPU) - UPS - Min. of 2-man days required	2	700.00	1400.00
Software (From Year 1)				
5	Yearly Software Subscription for Video Analytics <i>Supports Up to 10 cameras</i> - Up to 4 features of VA	1	2,370.00	2,370.00
6	Yearly Software Subscription for WMSensehub, Maintenance and Support - Including WMSenseHub with multi-tenant server (mobile app and web portal) - On-going software maintenance - Includes 8 Hours x 5 Days, Next Business Day, Remote Support - Includes One-Time user training (0.5 man-days)	1	470.00	470.00
GRAND TOTAL				8,272.50
Total Grant Quantum@ 50% (SME)				4,136.25
Total Grant Quantum@ 30% (NON-SME)				2,481.75

ANNEX 1(i)
AMENDED TERMS AND CONDITIONS OF GRANT

1. **Clause 1.2 Grant Purpose of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
<p>1.2. Grant Purpose</p> <p>The Grant shall, at all times, be used by the Recipient towards the Qualifying Expenses incurred during the Qualifying Period in relation to the implementation of the Project. IMDA, whether through its Audit Agent or otherwise, shall have the sole discretion to determine whether the usage of the Grant is within the scope of Qualifying Expenses. The Recipient shall be solely responsible for bearing all costs and expenses incurred which have not been authorised or approved by IMDA.</p>	<p>1.2. Grant Purpose</p> <p>The Grant shall, at all times, be used by the Recipient towards the achievement of KPIs or Disbursement Milestones during the Qualifying Period in relation to the implementation of the Project. IMDA, whether through its Audit Agent or otherwise, shall have the sole discretion to determine whether the usage of the Grant is within the scope of the Project. The Recipient shall be solely responsible for bearing all costs and expenses incurred which are found to be outside the scope of the Project.</p> <p>The Recipient must not obtain or assist any party to obtain, via any means or from any parties including the Recipient, including any form of communication, cash payouts, gratuities, kickbacks, inducements, gifts or contingency fees or their equivalent related to the Project. IMDA may terminate the Agreement for these occurrences without liability to IMDA under Clause 9.2 herein.</p>

2. **Clause 2.1(g) of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
<p>maintain in good condition all supporting documentation that provide evidence of the Qualifying Expenses, Claims, Disbursement Milestones, KPIs and provide such documentation to IMDA as and when IMDA may request, including for purposes of satisfying the reporting obligations set out in Clause 7;</p>	<p>maintain in good condition all supporting documentation that provide evidence of the Claims, Disbursement Milestones, KPIs and provide such documentation to IMDA as and when IMDA may request, including for purposes of satisfying the reporting obligations set out in Clause 7;</p>

3. **Clause 2.1(i) of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
ensure that all Qualifying Expenses are actually and legitimately incurred in good faith by the Recipient for purposes of the Project;	ensure that all amounts disbursed under the Grant are actually and legitimately used in good faith by the Recipient for purposes of the Project;

4. **Clause 2.1(j) of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
be responsible for the payment of any further costs and expenses, however incurred, in excess of the amount of the Qualifying Expenses covered by the Grant;	be responsible for the payment of any costs and expenses, however incurred, in excess of the amount of the Grant;

5. **Clause 2.1(m) of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
not sell, lease, dispose or create any encumbrances over or attempt to undertake any of the foregoing or otherwise deal with the legal and equitable rights of any property (but excludes any Intellectual Property Rights) obtained as part of the Qualifying Expenses; and	not sell, lease, dispose or create any encumbrances over or attempt to undertake any of the foregoing or otherwise deal with the legal and equitable rights of any property (but excludes any Intellectual Property Rights) obtained as part of the Grant; and

6. **Clause 3 of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
All disbursements and claims for disbursement under the Grant shall be made in accordance with Annex 3. For the avoidance of doubt, IMDA will reject, and not disburse any monies in respect of, any claimed items for which the Recipient fails to provide proof of payment at the time of the corresponding claim submission.	All disbursements and claims for disbursement under the Grant shall be made in accordance with Annex 3.

7. **Clause 7.1(a) of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
(a) any information (including such information in connection with the Recipient's related	(a) any information required by IMDA in relation to the Project or the Grant;

party including information as specified within the Related Party Transactions Disclosure Form in Schedule 2A , or in connection with the Recipient's internal costs including information as specified within the Details of Internal Cost Form in Schedule 2B) required by IMDA in relation to the Project or the Grant;	
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8. **Clause 8.10 of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
8.10. Qualifying Expenses All Qualifying Expenses are actually and legitimately incurred in good faith by the Recipient for purposes of the Project.	8.10. Amounts Disbursed All amounts disbursed under the Grant are actually and legitimately used in good faith by the Recipient for purposes of the Project.

9. **Clause 8.11 of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
8.11. No Other Government Funding Claimed Save for the Grant which will be utilised for the purposes of the Qualifying Expenses, or unless otherwise approved or authorised by IMDA, the Recipient and any Interested Party has never claimed the Qualifying Expenses, as part of an application for or a claim for any funding, grant, subsidies, reimbursements, disbursements, or tax or financial incentives from the Singapore Government. The Recipient shall immediately notify IMDA in the event that the Recipient or any Interested Party has claimed or intends to claim for any funding, grant, subsidies, reimbursements, disbursements, or tax or financial incentives from the Singapore Government for any other aspects of the Project that do not form part of the Qualifying Expenses.	8.11. No Other Government Funding Claimed Save for the Grant which will be utilised for the purposes of the Project, or unless otherwise approved or authorised by IMDA, the Recipient has never claimed the costs and expenses of the Project, as part of an application for or a claim for any funding, grant, subsidies, reimbursements, disbursements, or tax or financial incentives from the Singapore Government. The Recipient shall immediately notify IMDA in the event that the Recipient or any Interested Party has claimed or intends to claim for any funding, grant, subsidies, reimbursements, disbursements, or tax or financial incentives from the Singapore Government for any other aspects of the Project.

10. **Clause 10.2(b) of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
(b) Upon termination of the Agreement, the Recipient shall refund to IMDA all amounts	(b) Upon termination of the Agreement, the Recipient shall refund to IMDA all amounts

disbursed to the Recipient less Qualifying Expenses which the Recipient has already incurred as at the date of termination. The Recipient shall make payment of the aforementioned refund within thirty (30) days from the date of IMDA's demand.	disbursed to the Recipient less the amounts the Recipient is legitimately entitled to as a result of the complete or partial achievement of the Disbursement Milestones prior to the date of termination. The Recipient shall make payment of the aforementioned refund within thirty (30) days from the date of IMDA's demand.
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11. **Clause 11.2 of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
<p>11.2. If the Audit Agent or IMDA finds, in its sole discretion, that the Recipient has failed to comply with any of its obligations within the Agreement, including where:</p> <p>(a) the whole or any part of the Grant disbursed to the Recipient was not utilised in connection with the Qualifying Expenses; or</p> <p>(b) was utilised in connection with any of the Qualifying Expenses, but in breach of the terms and conditions of the Agreement,</p> <p>IMDA shall have the right to:</p> <p>(i) prescribe mitigating or remedial measures to be undertaken by the Recipient, within a timeline to be specified by IMDA;</p> <p>(ii) request for a refund of the whole or part of the Grant which has been disbursed to the Recipient, where the Recipient shall make payment of such refund within thirty (30) days from the date of IMDA's demand for a refund;</p> <p>(iii) suspend or withhold the whole or part of the Grant which has not been disbursed to the Recipient under the Agreement; and/or</p> <p>(iv) reduce the amount of Grant made available to the Recipient.</p>	<p>11.2. If the Audit Agent or IMDA finds, in its sole discretion, that the Recipient has failed to comply with any of its obligations within the Agreement, including where the whole or any part of the Grant disbursed to the Recipient:</p> <p>(a) was not utilised in connection with the Project; or</p> <p>(b) was utilised in connection with the Project, but in breach of the terms and conditions of the Agreement,</p> <p>IMDA shall have the right to:</p> <p>(i) prescribe mitigating or remedial measures to be undertaken by the Recipient, within a timeline to be specified by IMDA;</p> <p>(ii) request for a refund of the whole or part of the Grant which has been disbursed to the Recipient, where the Recipient shall make payment of such refund within thirty (30) days from the date of IMDA's demand for a refund;</p> <p>(iii) suspend or withhold the whole or part of the Grant which has not been disbursed to the Recipient under the Agreement; and/or</p> <p>(iv) reduce the amount of Grant made available to the Recipient.</p>

12. **Clause 11.3 of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
11.3. If the Audit Agent or IMDA finds, in its sole discretion, that IMDA had for, any reason, made any overpayment of Grant monies (to be determined by IMDA in its sole discretion), IMDA may request for a refund of such excess amount disbursed to the Recipient. The Recipient shall make payment of such refund within thirty (30) days from the date of IMDA's demand for a refund. To avoid doubt, IMDA may recover such excess amounts disbursed notwithstanding that it is not attributable to any act, omission or breach by the Recipient.	11.3. If the Audit Agent or IMDA finds, in its sole discretion, that IMDA had for, any reason, disbursed Grant monies in excess of the amounts the Recipient was actually entitled to as a result of the complete or partial achievement of the Disbursement Milestones, IMDA may request for a refund of such excess amount disbursed to the Recipient. The Recipient shall make payment of such refund within thirty (30) days from the date of IMDA's demand for a refund. To avoid doubt, IMDA may recover such excess amounts disbursed notwithstanding that it is not attributable to any act, omission or breach by the Recipient.

13. **Clause 15.2(b) of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
(b) In the event that the Recipient needs to alter, change, supplement or amend any part of the Project, including its project plan or the Qualifying Expenses, it shall obtain IMDA's consent in writing at least two (2) weeks prior to such change taking effect.	(b) In the event that the Recipient needs to alter, change, supplement or amend any part of the Project, including its project plan or the Disbursement Milestones, it shall obtain IMDA's consent in writing at least two (2) weeks prior to such change taking effect.

14. **Clause 16.1 of Annex 1** shall be deleted in its entirety and replaced as follows:

Original clause	Amended clause
"Qualifying Expenses" : all reasonable and necessary expenses, exclusive of GST, which have been or will be incurred under the Project, as specified in Annex 2.	[DELETED]
"Qualifying Period" : the period within which Qualifying Expenses shall be incurred to qualify for the Grant, as specified in the Letter of Offer.	"Qualifying Period" : the period during which the Disbursement Milestones are to be achieved as stated in Annex 3

ANNEX 2

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Schedule 2A

RELATED-PARTY TRANSACTIONS (RPTS) DISCLOSURE FORM

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Schedule 2B

DETAILS OF INTERNAL COST FORM

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ANNEX 3

KPI, Disbursement Milestones and Claim Procedure

PART A – KPIs AND DISBURSEMENT MILESTONES

Table 1 – KPIs

S/No.	KPI Description	Target Type	Target Value
1	Maximum number of local participating companies in the early childhood sector to be deployed with the "AI-Powered Video Analytics and Surveillance for Early Childhood Facilities" ("AIVA for EC") solution	Number	9.00
2	Minimum percentage of local participating companies that must be SMEs	Percentage	80.00

Table 2 – Deliverable / Claim Milestones

S/No.	Deliverable Milestone	Due Date for Deliverable (Grantee)	Deliverable Due Date (Indicative / Firm)	Due Date for Claim Submission	Claim Submission Due Date (Indicative /Firm)	Supporting Documents to be submitted by grantee	Disbursement Amount Cap (SGD)	Disbursement Percentage (%)	Remarks
1	(1) Sign up and complete the deployment of Willowmore's "AI-Powered Video Analytics and Surveillance for Early Childhood Facilities" ("AIVA for EC") solution for up to 4 local participating companies in the Early Childhood Sector.	13/08/2025	Firm	13/11/2025	Firm	<ul style="list-style-type: none"> Completed Claim Form List of completed PCs (Name, UEN, Date of Completion), potentially included as part of the details in the Completed Claim Form Schedule 3A Completed Declaration Form by PC and clearance email for each PC, obtained as part of PC's self-declaration submission Proof of Deployment of selected package provided by LC such as invoice, logs file, screenshots, sample report by PC. In particular, such Proof of Deployment need to demonstrate the deployment to specific PCs (as against generic deployments). This could be in the form of screenshots bearing evidence of the PCs to which the solutions have been deployed to (invoice to the PC with details of the solution is not sufficient) Progress/Final Report signed off by LC with name, designation and company name Other necessary claims supporting document as stipulated in Schedule 3B of the LOF Proof of VA dashboard set up + cross-filtering and drill-down features implementation such as screenshots, log file+ 	Up to 16,545.00	Up to 44.44	<p>Disbursements per Participating Company onboarded as follows based on the price package, subject to IMDA's satisfactory verification of the project completion:</p> <p>AIVA for EC Package - \$8,272.50: \$4,136.25 (50% grant support for SME) and \$2,481.75 (30% grant support for non-SME)</p>

S/No.	Deliverable Milestone	Due Date for Deliverable (Grantee)	Deliverable Due Date (Indicative / Firm)	Due Date for Claim Submission	Claim Submission Due Date (Indicative /Firm)	Supporting Documents to be submitted by grantee	Disbursement Amount Cap (SGD)	Disbursement Percentage (%)	Remarks
2	<p>(1) Sign up and complete the deployment of Willowmore's "AI-Powered Video Analytics and Surveillance for Early Childhood Facilities" ("AIVA for EC") solution for cumulatively up to 9 local participating companies in the Early Childhood Sector.</p> <p>(2) At least 80% of the participating companies onboarded must be SMEs.</p>	13/02/2026	Firm	13/05/2026	Firm	<ul style="list-style-type: none"> Completed Claim Form List of completed PCs (Name, UEN, Date of Completion), potentially included as part of the details in the Completed Claim Form Schedule 3A Completed Declaration Form by PC and clearance email for each PC, obtained as part of PC's self-declaration submission Proof of Deployment of selected package provided by LC such as invoice, logs file, screenshots, sample report by PC. In particular, such Proof of Deployment need to demonstrate the deployment to specific PCs (as against generic deployments). This could be in the form of screenshots bearing evidence of the PCs to which the solutions have been deployed to (invoice to the PC with details of the solution is not sufficient) Progress/Final Report signed off by LC with name, designation and company name Other necessary claims supporting document as stipulated in Schedule 3B of the LOF Proof of VA dashboard set up + cross-filtering and drill-down features implementation such as screenshots, log file+ 	Up to 37,226.25	Up to 100.00	<p>Disbursements per Participating Company onboarded as follows based on the price package, subject to IMDA's satisfactory verification of the project completion:</p> <p>AIVA for EC Package - \$8,272.50: \$4,136.25 (50% grant support for SME) and \$2,481.75 (30% grant support for non-SME)</p>

PART B – CLAIM PROCEDURE

1. CLAIM PROCEDURE

- a. The Recipient shall submit the Claim to IMDA no later than the due date for claims submission for each milestone.
- b. The Recipient may only claim disbursement for up to the amount stated in **Table 2 of Part A of Annex 3** corresponding to the relevant Disbursement Milestone that the Recipient has actually achieved. The Recipient shall not be entitled to claim any disbursement for Disbursement Milestones that are only partially or incompletely achieved.
- c. All Claims shall be accompanied by the supporting materials set out in Annex 3 and such other documents as may be required by IMDA, including documents stated in Schedule 3B, bills, invoices, service contracts, vouchers, deposit slips, as well as details of the Disbursement Milestone for which the claim is being made for.
- d. Should there be any conflict of interest declared by the Project Manager, the claim will be processed by a different officer.

2. CLAIM SUBMISSION

The Recipient's Claims must be made either (i) submitted to IMDA via grant management system, or, (ii) must be made using IMDA's approved claim form set out in Schedule 3A fully completed and duly signed (where applicable). The Claim, including the completed claim form and all the required supporting documents, should be emailed to IMG_claims@imda.gov.sg copying the Project Manager.

Note: To minimise risk of accidental data leakage, it is advisable to password-protect the Claim, including the completed claim form and all the required supporting documents, when emailing them to IMDA. The password to access the password-protected documents must be sent to IMDA, in a separate email to the same addressees. IMDA will need to access the password-protected documents to acknowledge receipt of the Claim.

SCHEDULE 3A: CLAIM FORM (COMPANY)

(1) DETAILS OF CLAIM :

Useful Notes in completing the Claim Form :

- 1 You are reminded to comply with the Terms and Conditions of Grant as set out in the Agreement when submitting this claim.
- 2 To expedite processing, please complete this Claim Form with all the required information in full.
- 3 For interpretation of related parties under Financial Reporting Standard (FRS) 24, the Recipient should seek specific advice from a professional accountant.
- 4 GST is not claimable or reimburseable.
- 5 Please ensure the declaration portion is duly read and signed.
- 6 You should submit the claim form together with the relevant supporting documents to evidence the achievement of the disbursement milestone, eg. project-related documents to IMG_claims@imda.gov.sg when the claim form is duly filled and signed. Please note that claims without the required documents will not be processed.
- 7 You do not have to submit supporting documents of expense related documents until IMDA and/or its Audit Agent request for them. However, IMDA reserves the right to request any additional information and supporting documents to validate the achievement of Disbursement Milestones, achievement of KPIs and the Qualifying Expenses.
- 8 The completed signed claim form, together with the required documents, must be submitted via email to **IMG_claims@imda.gov.sg** copying the Project Manager. (the Project Manager's email address is stated in the Letter of Offer) In the email subject header, please indicate clearly the following "New claim for milestone <please indicate milestone number based on Annex 3 in the Letter of Offer for <Project Name>".
- 9 Note: To minimise risk of accidental data leakage, it is advisable to password-protect the Claim, including the completed claim form and all the required supporting documents, when emailing them to IMDA. The password to access the password-protected documents must be sent to IMDA, in a separate email to the same addressees. IMDA will require the password to access the password-protect documents to acknowledge the receipt of the Claim documents.
- 10 Please be informed that as part of IMDA's effort to enhance our grant processing, IMDA will pay to the PayNow Corporate bank account linked to your company's Unique Entity Number (UEN) issued in Singapore.
- 11 Please note that the email IMG_claims@imda.gov.sg is meant for submission of claims only.
- 12 Please note that amount and quantity must be in 2 decimal places only.

Company Details

Company Unique Entity Number (UEN):

Registered Company Name:

Main Contact Person

Name:

Job Title:

Country Code:

Contact No.:

Email:

Name of Alternate Contact Person

Alternate Contact Person's Contact Email:

Alternate Contact Person's Contact No.

Project Details			
Project Title :	<input type="text"/>	Claim Number :	<input type="text"/>
Start Date :	<input type="text"/> (dd/mm/yy)	Period of Claim :	<input type="text"/> (dd/mm/yy - dd/mm/yy)
End Date :	<input type="text"/> (dd/mm/yy)	Is this the Final Claim?	<input type="text"/> Yes/No (Please Indicate)
Letter of Offer Date:	<input type="text"/> (dd/mm/yy)	Grant Amount Approved	<input type="text"/>

Payment*
 *IMDA will pay to the PayNow Corporate bank account linked to your company's Unique Entity Number (UEN) issued in Singapore. Please fill up the details below.
 *If you do not have a PayNow Corporate account, you will need to set one up. Refer to website on PayNow information if you require assistance (<https://www.abs.org.sg/consumer-banking/pay-now>).

Payment will be paid via:	PayNow
Account Holder Name:	<input type="text"/>
PayNow Account:	<input type="text"/>

(II) BREAKDOWN OF CURRENT CLAIM REQUEST : (Note that amount and quantity must be in 2 decimal places only)

Cost for Output-based Grant Funding

S/No ***	Outcome Achieved/Disbursement Milestone Achieved	Unit Price (SGD)	No. of Units/Quantity	Estimated Cost (SGD)	Achieved Quantity	Actual Cost	Funding Per Outcome (SGD)	Claim Amount for this Milestone (SGD)
1	Description							
2	Description							
3	Description							
4	Description							

(III) DECLARATIONS / UNDERTAKINGS

- | | | | |
|---|---|------------------------------|-----------------------------|
| 1 | Have all the expenses for the project set out in this claim been paid for by the Grant Recipient? | Yes
<input type="radio"/> | No
<input type="radio"/> |
| 2 | Has the Grant Recipient applied for, obtained, or intending to apply for, claimed or intending to claim any part of these project expenses from, any other grants, tax or financial incentives? | Yes
<input type="radio"/> | No
<input type="radio"/> |
| 3 | Do any of the parties engaged in this project whether directly or indirectly (including but not limited to suppliers and service providers, subcontractors) have any relationship, connection, association or dealings with the Grant Recipient, its related companies or their directors, shareholders, and corporate secretaries? | Yes
<input type="radio"/> | No
<input type="radio"/> |

The Grant Recipient states that the information in this claim and the accompanying documentation provided is true, accurate and complete.

The Grant Recipient confirms that if a related party paid any of the costs in this claim, details of such payments are set out in the claim. All grant disbursements are on a reimbursement basis to the Grant Recipient only.

The Grant Recipient acknowledges that if the grant payment is obtained through fraud or the giving of false, misleading statements or documentation to the Agency, the Grant Recipient may be prosecuted under the Penal Code. In addition, the Agency may, at their absolute discretion, undertake the necessary actions that includes the withdrawal of the grant and immediate recovery on any disbursed amount.

The Grant Recipient has read and complied with the terms and conditions stipulated on the Letter of Offer and understands that they are to ensure continued compliance with these terms.

If "Yes" is selected in any of the questions above, please provide details in below text box.

☐ Declare and acknowledge terms (In reference to Grant Recipient's submission)*

Signature of
A Director named in ACRA Biz Profile /
A member of the Senior Management*

Name (in BLOCK LETTERS)*

Designation*

Date*

Note: Please delete and indicate accordingly

Schedule 3B
LIST OF SUPPORTING DOCUMENTS REQUIRED FOR OUTPUT-BASED VERIFICATIONS

Note: To minimise risk of accidental data leakage, it is advisable to password-protect the Claim Form and /or supporting documents (where applicable), when emailing them to IMDA. The password to access the password-protected documents should be sent to IMDA, in a separate email to the same addressees. IMDA will require the password to access the password-protected documents to acknowledge receipt of the Acceptance Letter and/or DCA form.

1. General

- Completed Claim Form
- List of completed PCs (Name, UEN, Date of Completion), potentially included as part of the details in the Completed Claim Form Schedule 3A.
- Completed Declaration Form by PC and clearance email for each PC, obtained as part of PC's self-declaration submission.
- Proof of Deployment of selected package provided by LC such as invoice, logs file, screenshots, sample report by PC. In particular, such Proof of Deployment need to demonstrate the deployment to specific PCs (as against generic deployments). This could be in the form of screenshots bearing evidence of the PCs to which the solutions have been deployed to (invoice to the PC with details of the solution is not sufficient).
- Progress/Final Report signed off by LC with name, designation and company name.
- Proof of VA dashboard set up + cross-filtering and drill-down features implementation such as screenshots, log file etc.

Schedule 3C
GUIDELINES ON PROGRESS/FINAL REPORTS

Recipient Name	:	
Project Title	:	
Date of Progress Report	:	
Please note that: <ul style="list-style-type: none"> Progress Reports/ Final Report must be dated and signed off by a Director named in the ACRA business profile or a member of the senior management who may or may not be named in the ACRA business profile Please note that the completeness of the reports submitted will help to ensure the efficient processing of claims 		

1 Description of progress of the Project

Please describe, with details, current status of the Project and milestones and/or deliverables achieved to date. Any delay or deviation from the Agreement (in particular **Annex 3**), as well as remedial actions and next-step actions should be fully explained and details given. In addition, a summary of the progress of the Project should be presented in the following tabular format:

[]

S/N	Disbursement Milestones/KPIs (Per Annex 3)	Status Update
1		Example: (a) Completed as at DD/MM/YY. Pls indicate date of completion. (b) In Progress (c) Incomplete (Pls elaborate)
2		
3		

For Final Report, please attach product/process/service/applications specifications, brochures and photographs if available.

[]

2 Capability Development

Please provide details of capability developed to date as a result of the Project. This must be in terms of new technology adopted by the Recipient, expertise acquired (e.g. managerial, technical, innovative etc.) and manpower training undergone by the development team (i.e. number of people trained, type of training, skills learnt etc.).

[]

For Final Report, please provide summary of the overall capability developed in the course of the Project.

[]

3 Quantitative Impact (Final Report only)

Please provide an estimate of the quantitative impact as mentioned in the Application. Example of quantitative impact include revenue increase, increase in total business spending, increase in number of subscribers / users, growth in infocomm manpower, productivity increase, wherever applicable, as a result of the Project.

S/No	Quantitative Impact	Result Upon Completion of the Project
1		
2		
3		

4 Other benefits of Project (Final Report only)

Please describe other benefits to the Recipient as a result of the Project, e.g. quality improvement, new services introduced etc, as well as any contribution made to the relevant industry.

[]

5 Future plans for Project (Final Report only)

Please describe any future plans the Recipient may have to develop or follow up on the results of the Project, e.g. the additional investments to be carried out, further enhancements intended or any changes to be made to the Recipient's current operations.

[]

6 Longer-term plans for Innovative Activities in the Recipient (Final Report only)

Please describe briefly any longer-term plans for innovative activities in or by the Recipient.

[]

7 Problems encountered (Final Report only)

If the Project took longer than planned, please give reasons for the delay. Highlight any technical, operational or administrative problems encountered during the course of the Project.

[]

Declaration

I declare that the information of the Project as described in the above report is true and accurate to the best of my knowledge.

Schedule 3C - GUIDELINES ON PROGRESS/FINAL REPORTS

Signature of
a Director named in ACRA Biz Profile /
a member of the Senior
Management*

Date

Name (in BLOCK Letters)

Please delete accordingly

PROJECT SCOPE

The objective of the project "AI-Powered Video Analytics and Surveillance for Early Childhood Facilities" ("AIVA for EC") is to act as a real-time guardian monitoring multiple areas and sending instant alerts for suspicious activity. It deters intruders, allows for faster emergency response, and frees up staff time for more interaction with children.

This not only enhances safety and provides peace of mind for everyone but can also reduce accidents and improve staff productivity, potentially attracting new parents seeking a secure environment.

The project will not include CCTV system set up. Instead, it will require system integration with existing CCTV system. The set up will support up to 10 cameras to:

1. supply power back up for the Video Analytics solution in case of a power outage
2. enable secure remote viewing of CCTV
3. enable video analytics capability
4. installation, integration, testing & commissioning.

The project will also include user training, detection accuracy training, a one-year subscription to Video Analytics software, maintenance, support, and the development of a data analytics dashboard with cross-filtering and drill-down capabilities. All of the above apply to all local participating companies onboarded.


LOF20250227080448_AOP-47924_Willowmore Pte Ltd

Final Audit Report

2025-03-04

Created:	2025-03-04
By:	Willowmore Pte. Ltd. (info@willowmore.com.sg)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwN-IyDLu3RVNz7w7WoheBluxl-_nSEkQ

"LOF20250227080448_AOP-47924_Willowmore Pte Ltd" History

 Document created by Willowmore Pte. Ltd. (info@willowmore.com.sg)

2025-03-04 - 8:15:10 AM GMT

 Document emailed to joseph.tey@willowmore.com.sg for signature

2025-03-04 - 8:15:18 AM GMT

 Email viewed by joseph.tey@willowmore.com.sg

2025-03-04 - 8:15:58 AM GMT

 Signer joseph.tey@willowmore.com.sg entered name at signing as Joseph Tey

2025-03-04 - 8:24:49 AM GMT

 Document e-signed by Joseph Tey (joseph.tey@willowmore.com.sg)

Signature Date: 2025-03-04 - 8:24:51 AM GMT - Time Source: server

 Agreement completed.

2025-03-04 - 8:24:51 AM GMT