MPA 23/04.15.03

30 September 2024

Equatorial Marine Fuel Management Services Pte. Ltd.
38 Carpenter St
#05-01
Singapore 059917

Dear Mr Choong Sheen Mao,

APPROVAL TO USE SMART eBDN SOLUTION (MOBILE/ WEB APPLICATION) (REF NO.: MPA-DB-007)

1   We refer to your application dated 21 August 2024 by Equatorial Marine Fuel Management Services Pte. Ltd. (the "**Applicant**") for approval for its use of the SMART eBDN solution under the Digital Bunkering Initiative, and all subsequent revisions that were mutually agreed between the Applicant and the Maritime and Port Authority of Singapore ("**MPA**").

2   We are pleased to approve your application to use the Digital Bunkering Solution for your own bunkering operations only as detailed below ("**Approval**"):

Effective Date	:	7 October 2024
Term Of Approval	:	One year from the Effective Date with possible extension, as detailed in **Annex A**
Digital Bunkering Solution(s)	:	SMART eBDN, as detailed in the Application Form
Terms and Conditions of Approval	:	**Annex A** (as enclosed) and the following additional conditions: -
		(a) This Approval is granted to and for the benefit of the Applicant only.
		(b) The Applicant shall use the Digital Bunkering Solution for its own bunkering operations including for the discharge of its obligations as an MPA-

licensed bunker supplier or MPA-licensed bunker craft operator only.

(c) The Applicant shall not sell, offer for sale, market or represent to a third party, the Digital Bunkering Solution as a digital bunkering solution whitelisted by MPA.

(d) The Applicant acknowledges and agrees that in the event any other MPA-licensee wishes to use the Digital Bunkering Solution to discharge any part of its licensed activities, the Applicant shall ensure that such MPA-licensee shall first seek MPA's written approval prior to such use.

(e) The Applicant shall, by no later than **31 January 2025**, be ISO27001/IEC certified and shall maintain such certification for the duration of the Term therefrom.

3   Please confirm your acceptance of the Terms and Conditions of Approval by signing and returning one copy of the Letter of Acceptance by 4 October 2024.

4   Upon your acceptance, a legally binding Agreement (as defined in the Terms and Conditions enclosed) shall enter into force, the consideration of which being our Approval for you to use the Digital Bunkering Solution(s) as specified above and Parties' mutual obligations set out herein; the receipt and sufficiency of which is hereby acknowledged by the Parties.

5   Kindly quote the above reference number in all correspondence.

6   Please email digitalBunker@mpa.gov.sg, if you need any further clarification.

Yours sincerely,

9/30/2024

X _____

Ng Yi Han
D(ITTD)
Signed by: sg-yhng

NG YI HAN
DIRECTOR (INNOVATION, TECHNOLOGY AND TALENT DEVELOPMENT)
MARITIME AND PORT AUTHORITY OF SINGAPORE

Encs –
(1) Letter of Acceptance
(2) Annex A

Maritime and Port Authority of Singapore ("**MPA**")
460 Alexandra Road
mTower #19-00
Singapore 119963

Attn: Director (Innovation, Technology and Talent Development)

Dear Sirs

ACCEPTANCE OF APPROVAL TO USE SMART EBDN SOLUTION (MOBILE/ WEB APPLICATION)

1   We refer to your Letter of Approval dated 30 September 2024 (Ref No.: MPA-DB-007) (the "**Letter of Approval**") for approval to use the Digital Bunkering Solution(s) for our own bunkering processes only under the Digital Bunkering Initiative.

2   We, Equatorial Marine Fuel Management Services Pte. Ltd., confirm that we have read and understood the terms of the Approval as set out in the Letter of Approval, including the Terms and Conditions enclosed thereto. We hereby accept the terms and conditions as stated in the Letter of Approval (including the Terms and Conditions enclosed thereto), and undertake to be irrevocably bound thereby.

(signature)	Sep 30, 2024
Signature of Applicant[1]	Date
CHOONG SHEEN MAO	DIRECTOR
Name (in BLOCK LETTERS)	Applicant's Designation

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[1] Only the company director of the applicant company, duly authorized to sign and accept this Letter of Approval, and as registered with ACRA or professional bodies, may accept this approval.

TERMS AND CONDITIONS FOR APPROVAL FOR USE OF THE DIGITAL BUNKERING SOLUTION ("Terms and Conditions")

1. <u>Definitions and Interpretation</u>

   1.1.   In these Terms and Conditions, unless the context otherwise requires:

   "**Agreement**" shall include the Letter of Approval, the Letter of Acceptance, these Terms and Conditions and all Schedules hereto (including the Application Form);

   "**Applicant**" means the MPA-licensed bunker supplier and/or bunker craft operator that has submitted an Application Form to MPA, for the purposes of having its digital bunkering solution(s) approved by MPA for its use under the Digital Bunkering Initiative;

   "**Application Form**" refers to the Applicant's completed application form, and all subsequent revisions that have been mutually agreed to by Parties and as set out in **Schedule B** to this Agreement;

   "**Digital Bunkering Initiative**" means the MPA-led initiative to promote digitalisation of workflow and processes to improve productivity, visibility and transparency of the bunkering supply chain;

   "**Effective Date**" means the date on which this Agreement shall commence and is as specified in the Letter of Approval;

   "**Letter of Acceptance**" means the Applicant's written acceptance to the Letter of Approval;

   "**Letter of Approval**" means the letter of approval issued by MPA to the Applicant, approving its use of the Digital Bunkering Solution(s) by for its own bunkering processes only under these Terms and Conditions;

   "**MPA**" means the Maritime and Port Authority of Singapore;

   "**Parties**" refer collectively to MPA and the Applicant;

   "**Personal Data**" has the same meaning assigned to this phrase as in Section 2(1) of the Personal Data Protection Act 2012 ("**PDPA**"); and

   "**Digital Bunkering Solution(s)**" means the SMART eBDN as identified in the Letter of Approval.

   1.2.   In this Agreement, unless the context otherwise requires:

(a)   Reference to "day"(s), "week"(s), "month"(s) and "year"(s) shall mean calendar day(s), calendar week(s), and calendar year(s) respectively;

(b)   Words denoting the singular shall include the plural and vice versa;

(c)   The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import;

(d)   The words "written" and "in writing" includes any means of visible reproduction;

(e)   Clause headings are for ease of reference only and do not affect the construction of this Agreement; and

(f)   Any obligation of the Applicant not to do any act or thing will be deemed to include a condition imposed on the Applicant not to permit or suffer such act or thing to be done by any other person.

1.3.   In the event of any conflict or inconsistency between any of these Terms and Conditions and that of the Letter of Approval, Letter of Acceptance and the Application Form, unless expressly provided otherwise, the following documents shall prevail in the following order of priority to the extent of such inconsistency:

(a)   these Terms and Conditions;

(b)   the Letter of Approval;

(c)   the Application Form; and

(d)   Letter of Acceptance.

1.4   MPA may, at any time with written notice to the Applicant, amend, supplement, vary or modify this Agreement.

2. Scope of Approval

2.1.   At the request of the Applicant and in consideration of the covenants contained herein, MPA hereby approves the Applicant's use of the Digital Bunkering Solution(s) for its own bunkering processes only, subject to and in accordance with the provisions of this Agreement.

3. Term of Approval

3.1.   Subject to Clauses 3.2 and 3.3 below, this Agreement and MPA's Approval for the Applicant to use the Digital Bunkering Solution(s) for its own bunkering processes only shall be deemed to commence on the Effective Date and shall remain valid and in force for a period of one (1) year (the

"**Term**"), unless earlier suspended or terminated by MPA, in accordance with these Terms and Conditions.

3.2. Unless MPA notifies the Applicant in writing of its intention not to renew this Agreement for any reason whatsoever, the Term shall automatically be extended for a further period of one (1) year from the expiry of the initial Term (the "**Extended Term**"). In such event, the "**Term**" shall be deemed to have been extended for, and shall also be deemed to include, the duration of the Extended Term.

3.3 Without prejudice to the foregoing, the Parties may mutually agree in writing for the Term to be extended after the expiry of the Extended Term.

4. Obligations of the Applicant

4.1. The Applicant shall at all times during the Term, also comply and ensure that its Digital Bunkering Solution(s) complies with the latest version of the Singapore Open Data Licence and the API Terms of Service, as may be amended from time to time, and any other applicable terms and conditions that may be imposed by the Government Technology Agency from time to time.

4.2. The Applicant shall not at any time, communicate in any manner, promote, market, or represent its Digital Bunkering Solution(s) as guaranteed or endorsed by MPA as, among other things, being fit for any purpose and/or free of any defects.

4.3. The Applicant shall appoint one or more of its employees as an Appointed Representative ("AR") who shall be responsible for liaising with MPA on all matters relating to MPA's Approval, the Digital Bunkering Solution(s), and all matters relating to this Agreement. The Applicant must, within seven (7) working days of any change to the AR, inform MPA in writing of such change.

4.4. The Applicant shall ensure that its Digital Bunkering Solution(s) and related services meet: -

(a) the requirements set out in **Schedule A**;
(b) all requirements indicated as mandatory in **Schedule B**; and
(c) all requirements that the Applicant has indicated that the Digital Bunkering Solution(s) complies with in **Schedule B**,

((b) and (c) shall collectively be referred to as "**Mandatory and Compliant Requirements**").

4.5. The Applicant shall ensure that the forms, documentation or any records, to be used, produced and/or generated in the course of bunkering operations and by the Digital Bunkering Solution(s), where applicable, comply with the following requirements, including without limitation:

(a) the latest editions of Standards as published by Enterprise Singapore (as may be amended from time to time), including:-

(i) the Singapore Standard Code of Practice for Bunker mass flow metering;
(ii) the Singapore Standard Code of Practice for bunkering; and
(iii) the Singapore Standard Code of Practice for Electronic Documentation and Processes for Tracking Fuel Quantity and Quality Across Bunker Supply Chain;

(b) the guidelines, circulars, standards, codes of practice or references issued by the International Maritime Organisation ("**IMO**") from time to time that apply to the Digital Bunkering Solution(s) and relevant electronic documentation used, produced and/or generated therefrom; and

(c) any additional requirements as may be informed by MPA in writing from time to time.

4.6. The Applicant shall bear all expenses of and incidental to its compliance with this Agreement and any of the requirements in connection with this Approval.

4.7. The Applicant shall, within seven (7) working days, notify MPA in writing upon the occurrence of any of the following events:-

(a) the Applicant becomes unable to comply with any of the provisions of this Agreement;

(b) the Digital Bunkering Solution(s) no longer comply with the requirements as set out in **Schedule A** and **Schedule B** (including the Mandatory and Compliant Requirements);

(c) any information provided by the Applicant to MPA in connection with the Application Form, participation in the Digital Bunkering Initiative or MPA's Approval herein, ceases to be accurate or up to date, including but not limited to any changes to the Applicant's legal entity, financials, location, business type, or the Digital Bunkering Solution(s);

(d) the Applicant becomes aware of, or suspects the existence of, any vulnerability or security concern in relation to the Digital Bunkering Solution(s).

4.8. The Applicant shall periodically conduct system and server hardening on its Digital Bunkering Solution(s) and shall take all reasonable steps to keep its Digital Bunkering Solution(s) updated, secured and patched.

4.9. The Applicant shall be responsible for the security and confidentiality of the consumer key and consumer secret pair, access token, user credentials and/or any passwords of the Digital Bunkering Solution(s) as may be assigned to it by MPA. The Applicant shall immediately notify MPA in writing of any suspected theft or unauthorised use or disclosure of the consumer key and consumer secret pair, access token, user credentials and/or any passwords.

4.10. The Applicant shall, and shall ensure that at all times during the Term, the Digital Bunkering Solution(s) use shall not contain any unauthorised code, virus, Trojan horse, worm or other software code, routine or software components designed to permit unauthorised access, disable, erase, modify or otherwise harm, impede or interfere with the use of the Digital Bunkering Solution(s) and/or any MPA systems that are interconnected and/or linked to the affected Digital Bunkering Solution(s).

4.11. The Applicant further warrants and undertakes that, at all times during the Term, and for a period of three (3) years therefrom: -

(a)   it shall keep and maintain proper, accurate and detailed accounts, records and documents in respect of or in connection with the Digital Bunkering Solution(s) (including without limitation, a record of all vulnerabilities and security concerns reported, feedback and complaints received, and remedial actions taken by the Applicant, in relation to the Digital Bunkering Solution(s));

(b)   it shall, upon MPA's request, furnish to MPA within the period specified in MPA's request, all relevant accounts, records and documents in respect of or in connection with Applicant's use of the Digital Bunkering Solution(s);

(c)   it shall keep and maintain detailed records of the software/ firmware version changes of the Digital Bunkering Solution(s), and shall, within seven (7) working days, provide copy(s) of such records to MPA, as MPA may request from time to time; and

(d)   it shall cooperate fully and render all reasonable assistance to MPA in connection with the Digital Bunkering Solution(s), as MPA may request from time to time.

4.12. The Applicant shall ensure that the authenticity of the electronic documents issued and all electronic signatures affixed thereto using the Digital Bunkering Solution(s) remain verifiable and shall ensure that the electronic documents shall not be tampered with for a period of at least seven (7) years from the date of issuance.

5. Changes to Digital Bunkering Solution(s)

5.1. At any time during the Term, upon the occurrence of any of the following events: -

(a) a new, improved or upgraded version of the Digital Bunkering Solution(s) having substantially the same functions but with improvements or enhancements is introduced;

(b) the Digital Bunkering Solution(s) becomes obsolete; or

(c) the Applicant is aware that support for the Digital Bunkering Solution(s) is going to be discontinued,

the Applicant shall, within seven (7) days thereof, notify MPA in writing of the same and shall together with such notification, submit a written declaration of compliance that the Digital Bunkering Solution(s) continues to meet the requirements set out in **Schedule A** and **Schedule B** (including the Mandatory and Compliant Requirements) ("**Declaration**").

5.2. If: -

(a) the Applicant is for whatsoever reason unable to submit the Declaration; or

(b) MPA is satisfied that the Digital Bunkering Solution(s) can no longer comply with the requirements of **Schedule A** and **Schedule B**,

then, the Parties agree that MPA may:-

(c) require that the requirements of the Digital Bunkering Solution(s) as set out in **Schedule A** and **Schedule B** be revised/replaced to its satisfaction; or

(d) terminate this Agreement in accordance with Clause 13.1 below.

6. Compliance with Singapore Laws

6.1. The Applicant shall ensure that any activity undertaken pursuant to or in connection with this Agreement shall comply with all applicable laws, statutes and regulations of Singapore.

6.2. In relation to Personal Data, the Applicant shall, and shall ensure that its Digital Bunkering Solution(s), shall at all times fully comply with all requirements of the PDPA, including the requirements concerning the collection, use and disclosure of Personal Data.

6.3. The Applicant shall ensure that its Digital Bunkering Solution(s), shall at all times, comply with all requirements of the Electronic Transactions Act 2010, including the requirements in respect of electronic signatures.

7. [Not in use]

8. Non-disclosure of Information

8.1 Each Party agrees, unless with the prior written consent of the disclosing Party, to treat the Confidential Information of the other Party as strictly confidential and not to disclose it to any third party for any purpose whatsoever and not to make use of the Confidential Information or any part thereof other than for the purposes of this Agreement and to treat it with at least the same care and in the same manner as its own secret and valuable information. The receiving Party shall ensure that its employees to whom Confidential Information is disclosed covenant to keep such information confidential to the extent that the receiving Party is bound by this Agreement and that all such covenants are strictly observed by the relevant employees.

8.2 The provisions of Clause 8.1 herein shall not apply to any:

(a) information which was already known to the receiving Party at the time of disclosure;

(b) information which after disclosure to the receiving Party under this Agreement is published or otherwise generally available to the public other than through any act, default or omission by the receiving Party of its obligations hereunder;

(c) information which can be established by tangible evidence independently developed by the receiving Party without the use of or reference to the disclosing Party's Confidential Information;

(d) information which is required to be disclosed to governmental or regulatory bodies or to a court of competent jurisdiction pursuant to any written laws or regulations, provided however, that such disclosure is limited to the requirements of disclosure; or

(e) information which is disclosed to the receiving Party by a third party without restriction and without breach of the confidentiality obligations under this Agreement by the receiving Party.

8.3 Nothing herein shall be construed as:

(a) prohibiting MPA from reporting on this collaboration to any Ministry, Department, Agency, or administrative body or statutory body or corporation under the control of the Government of Singapore and/or in compliance with MPA's internal reporting and approval requirements;

(b) prohibiting the Parties from notifying third parties of the fact that this Agreement is in effect.

8.4 This Clause 8 shall survive the expiry or earlier termination of this Agreement.

9. Representations and Warranties

9.1 The Applicant represents and warrants to and for the benefit of MPA that:-

(a) it has the power to enter into, exercise its rights and perform and comply with its obligations under this Agreement;

(b) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents and approvals from third parties) in order:

  i. to enable it lawfully to enter into, exercise its rights and perform and comply with its obligations under this Agreement; and

  ii. to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;

(c) its obligations under this Agreement are valid, binding and enforceable in accordance with its terms;

(d) all declaration submitted and made by it to MPA are true and accurate;

(e) all information and documents provided are true, accurate, up-to-date, and complete;

(f) the Digital Bunkering Solution(s) will not infringe any intellectual property right, or any right of privacy or publicity, or any other right of any person or entity; and

(g) it will not, in the performance of its obligations under this Agreement, do any act that infringes or that it knows would infringe, or that it ought reasonably to have known would infringe, any intellectual property right of a third party, including any patent, trademark, copyright or other proprietary rights.

10. Liability and Indemnity

10.1 MPA's Approval for the Applicant's use of the Digital Bunkering Solution(s) for its own bunkering processes only under this Agreement is not an endorsement by MPA of the Digital Bunkering Solution(s). The Applicant shall not in respect of the Digital Bunkering Solution(s) or otherwise, make or purport to make any representations, warranties, obligations, or liabilities for or on behalf of MPA.

10.2 MPA shall not be liable for any losses, damages, costs (including legal costs), expenses and any liabilities whatsoever suffered or incurred by the Applicant arising out of or in connection with MPA's Approval for its to use

of the Digital Bunkering Solution(s) (including the suspension or termination of such Approval) under this Agreement.

10.3   The Applicant agrees to indemnify, protect, defend and hold harmless MPA, its employees, officers, and agents against all claims, demands, actions, proceedings, suits, losses, damages, costs (including legal costs on a full indemnity basis), expenses and all liabilities whatsoever suffered or incurred by MPA arising out of or in connection with MPA's Approval, the Digital Bunkering Solution(s) and/or the Applicant's breach of the provisions of this Agreement, including but not limited to, the use of the Digital Bunkering Solution(s) by the Applicant, and any representations made or any claim of infringement or alleged infringement of intellectual property in respect of the same.

10.4   This Clause 10 shall survive the expiry or sooner termination of this Agreement.

11. <u>Right to Audit</u>

11.1.   MPA shall have the right from time to time, through its Audit Agents, to conduct ad-hoc audits (whether on-site or otherwise) to ensure that the terms of this Agreement are being or were met and that all reports and all information submitted to the MPA by the Applicant are accurate, correct and not misleading.

11.2.   The Applicant shall ensure that MPA's Audit Agents are given full access to all accounts, records, documents, assets and premises, deployment sites in connection with the Digital Bunkering Initiative and/or MPA's Approval for the Applicant to use the Digital Bunkering Solution(s) for its own bunkering processes only, and shall provide the MPA and its Audit Agents with all reasonable cooperation and assistance in connection with the audits. MPA shall have the right to inspect, keep, copy, or take extracts of any document referred to in this Clause.

11.3.   The Parties shall, subject to Clause 11.4 below, bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause.

11.4.   In the event that the Applicant is found to have:

(a)   committed a breach of any of the terms of this Agreement, which breach MPA determines in its sole discretion to be material;

(b)   suppressed any material information or made any material misrepresentation to MPA in connection with MPA's Approval or the Digital Bunkering Solution(s),

MPA shall be entitled to by way of written notice to the Applicant, (i) take any action in accordance with Clause 13.1(b); and/or (ii) require the Applicant to reimburse MPA and/or its Audit Agents for its reasonable costs

and expenses incurred for the conduct of the audit by such date as specified in the written notice.

11.5. MPA's rights under Clause 11.4 are in addition to such other rights and remedies as it may have under law and the terms of this Agreement, and MPA shall be entitled to such other rights and remedies as it deems appropriate, at any time.

11.6. Nothing in this Agreement shall be construed as preventing or restricting the rights of the Auditor-General from carrying out any audit, examination, or investigation of the Applicant pursuant to applicable law.

11.7. For the purpose of this Clause, the term "Audit Agents" means the Auditor-General or such external auditors as may be appointed by the MPA.

11.8. This Clause 11 shall survive the expiry or sooner termination of this Agreement.

12. Dispute Resolution

12.1. The Parties agree to attempt to settle any disputes arising under or in connection with this Agreement, including any question regarding its existence, interpretation, validity, or termination, amicably through consultations and negotiations in good faith and in the spirit of mutual cooperation. The Parties agree that any dispute that has not been resolved through such consultation and negotiation shall be referred to mediation at the Singapore Mediation Centre in accordance with the Mediation Procedure. If and to the extent that any such dispute cannot be settled by mediation within six (6) months of the commencement of the mediation or such other period of time as may be mutually agreed between the Parties, the Parties agree that the dispute shall be referred to and finally resolved by arbitration in Singapore in accordance with the Rules of the Singapore Chamber of Maritime Arbitration for the time being in force which Rules are deemed to be incorporated by reference to this Clause. The tribunal shall consist of a single arbitrator. The language of the arbitration shall be English. Any award made thereunder shall be final and binding upon the Parties and judgment on such award may be entered in any court or tribunal having jurisdiction thereof.

12.2. This Clause 12 shall survive the expiry or earlier termination of this Agreement.

13. Suspension and Termination

13.1. MPA may suspend or terminate this Agreement at any time by:-

(a) Giving the Applicant not less than one (1) months' prior written notice of its intention to suspend or terminate this Agreement, without the need to provide any reason for such suspension or termination; or

(b)   Giving the Applicant written notice of immediate suspension or termination upon the occurrence of an Event of Default and, in the case where such Event of Default is capable of remedy, the Applicant fails to remedy the same within twenty-one (21) days after receipt of a written notice by MPA giving particulars of the default and requiring it to be remedied and/or give any specific directions to do or refrain from doing such things to rectify the default..

13.2.   For these purposes, "**Event of Default**" means any of the following:

(a)   The Applicant fails to submit or make, any declaration required under this Agreement; or submits or makes a false declaration(s).

(b)   The Applicant provides any information or document which it misrepresented, was untrue, false, misleading, or inaccurate.

(c)   The Applicant breaches any provision of this Agreement, including these Terms and Conditions, the terms as set out in the Application Form and/or the additional terms referred to in Clause 4.1 and the Letter of Approval.

(d)   The Applicant fails to obtain ISO 27001/IEC certification by 31 January 2025, or fails to maintain such certification for the duration of the Term therefrom.

(e)   The occurrence of an event described in Clauses 5.2, 11.4(a) or 11.4(b).

(f)   Any proceedings for insolvency or liquidation are commenced against the Applicant, the Applicant makes any composition or arrangement with its creditors, or the Applicant has a receiver, judicial manager or liquidator appointed in respect of any of its assets.

(g)   The Applicant and/or any of its employees, directors, officers, or shareholders is investigated for any alleged wrongdoing in relation to the affairs of the Applicant.

13.3.   A suspension of the Approval by MPA pursuant to Clauses 13.1 and 13.2 may be imposed subject to such terms and conditions and for such period as MPA may determine.

13.4.   Upon the suspension, earlier termination, or expiration of MPA's Approval under this Agreement, the Applicant shall, immediately:

(a)   cease to use the Digital Bunkering Solution(s); and

(b) cease its use of any Confidential Information of MPA and act in accordance with MPA's written notice to return, or destroy, at MPA's option, all copies of Confidential Information, regardless of the form or medium in which the Confidential Information is being held.

13.5. The suspension, sooner termination or expiry of MPA's Approval under this Agreement shall not affect any rights or obligations of the Parties which may have accrued prior to termination, nor shall it affect the coming into or continuance in force of any provisions of this Agreement which are expressly or by implication, intended to come into force or to continue in force after termination, including but not limited to Clauses 1, 8, 10 to 20.

13.7 This Clause 13 shall survive the expiry or earlier termination of this Agreement.

14. Severability, Variation and Waiver

14.1. If an arbitral tribunal holds any provision of this Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified or not to form part of this Agreement to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected thereby.

14.2. The failure of any Party to enforce, at any time or for any period, any one or more of the terms and conditions of this Agreement shall not be construed as a waiver of the provisions or of the right at any time subsequently to enforce any rights under the terms and conditions of this Agreement nor shall any single or partial exercise of any such rights preclude any other or further exercise thereof.

14.3. The Parties may, by written agreement, (i) extend the time for performance of any of the obligations or other acts of the Parties hereto, (ii) waive any inaccuracies in the representations and warranties contained in this Agreement or in any of the documents delivered pursuant to this Agreement and (iii) waive compliance with or modify any of the agreements contained in this Agreement and waive or modify performance of any of the obligations of the Parties hereto.

15. Successors and Assigns

15.1. This Agreement shall be binding on and ensure for the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to the Parties shall be construed accordingly. The Applicant shall not assign or transfer its rights, benefits and/or obligations under this Agreement to any other party without the prior written consent of MPA.

16. Rights of Third Parties

16.1. Any person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 2001, to enforce any of its terms.

17. Nature of Agreement

17.1. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or the relationship of principal and agent or employer and employee between the Parties. Save as expressly provided in this Agreement, neither Party shall enter into or have any authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige any of the other Parties.

18. Notices

18.1. All notices or other communications under this Agreement shall be in writing and delivered personally or sent by prepaid post with recorded delivery or by e-mail addressed to the intended recipient thereof at its address or e-mail, and marked for the attention of such person (if any), designated by the relevant party for the purposes of this Agreement. The initial address and e-mail, (a) the Applicant is as set out in the Application Form; (b) MPA is set out below:-

MPA   :   460 Alexandra Road
             #19-00 mTower
             Singapore 119963
             Email: digitalBunker@mpa.gov.sg
             Attention: Director (Innovation, Technology and Talent Development Division)

or such other addresses as the Party may designate by written notice to the other Party.

18.2. Any such notice, demand or communication sent to the designated addresses shall be deemed to have been duly received:

(a)   if hand delivered, immediately;

(b)   if posted, one Business Day after posting, and in proving the same it shall be sufficient to produce the Certificate of Posting. For this purpose, "Business Day" means a day (other than Saturday, Sunday or public holiday) on which commercial banks in Singapore are open for business.

19. Use of Names

19.1. The Applicant shall not use MPA's name and/or logo for any purpose whatsoever, whether in relation to endorsing the Approval, or in any

advertisement or other form of publicity, including any publication or presentation, without obtaining the prior written consent of the MPA.

20. Governing Law

    20.1. The validity, construction, interpretation and performance of this Agreement and the legal relationship of the Parties to it shall be governed by the laws of Singapore.

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SCHEDULE A

MINIMUM REQUIREMENTS FOR THE DIGITAL BUNKERING SOLUTION(S) (MOBILE/ WEB APPLICATION)

Cyber and Information security
Pass VAPT by CREST Certification bodies and address all high and medium rated findings
Attain ISO 27001/IEC certification **by 31 January 2025**, and to maintain such certification for the Term therefrom.
Role base access control (identity access management, user authentication/ authorisation, etc.).
Logs account activity and usage for risk auditing, compliance, and monitoring.
Compliance with Electronic Transactions Act.
Provides industry standard hash and QR Code on the e-BDN for third-party verification of the provenance and authenticity of the document. Note: The QR code must be readable using mobile device's camera app and not third-party scanning apps.
Tamper resistant after completion. Any edits made after signing should invalidate the signature.
Conformance to the relevant MARPOL requirements.
Compliance with relevant TR/Standards, i.e., SS648, SS600, the Electronic Documentation and Processes for Bunkering, etc. **(To comply with the Specification for Digital Bunkering Supply Chain documentation within one (1) month from the date of first publication of the Specification.)**
Change and configuration management plan (version documentation). MPA shall be notified of the critical changes that may affect its considerations of this Approval.
Functionality
Digitalise all forms under SS648:2019 and SS600:2014 such as the bunker delivery note, bunker requisition form, MFM system seals checklist, meter reading record form, pre-delivery safety checklist, etc.
Meter Totaliser log (if available) should be auto filled based on the fields on other forms. Manual entry or edits are not allowable.
Automated sending of completed information based on MPA's digitalBunker@SG requirements and APIs specifications.
Completeness, timeliness, and accuracy of the B2G information submitted via MPA's digitalBunker@SG API specs.
The totalisersAutoPopulated and reasonNotAutoPopulated fields for B2G submission should be auto generated from the app. Manual entry is not allowable.
Status indicator for the B2G submission (includes reflecting the correct error code and messages).
Allows different signatories at the start and end of operations to complete the workflow (in the event of shift change).
Allows users to upload their company stamps.
Offline and Contactless operation (the documentations and workflows can be completed without physical contact).
Able to differentiate if the workflow was completed in a contactless, non-contactless or offline mode.

Auto sends email containing the instructions to the vessel before the operation, and the completed electronic documents after the operation.

Interoperability
Able to work with both Endress+Hauser's and Emerson's MFM systems.
Start time, end time, totaliser readings, quantity transferred, Meter metering ticket no., etc. auto-populated from the MFM Systems via local network (optional till implementation of smart data logger, i.e., in Phase 2).

Reliability
Automatic backup of data in the event of poor network connectivity between ship-ship and/or ship-shore.
Supports print out of the electronic documents for issuance.
Supports the completion of the digital forms on the device app in the event of no network connectivity.
Supports full offline mode operations (i.e., local user authentication method).

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SCHEDULE B

Application Form

TnCs and Approval Letter (Digital Bunkering Soln) - EMF_signed

Final Audit Report

2024-09-30

Created:	2024-09-30
By:	Meliana Januaria (meliana_januaria@emf.com.sg)
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