SCHEDULE 1 to ANNEX A – IMPORTANT NOTICES

- 1. The monies ('Grant Monies') payable by IMDA to the Participant selected pursuant to this CFC ('Selected Participant') under the grant awarded by IMDA to the Selected Participant ('Grant') shall be paid only for reimbursement of the costs incurred by the Selected Participant in relation to the project under this CFC ('Project') during the period approved by IMDA within which the Project shall be completed, up to the maximum amount(s) of the respective qualifying costs approved by IMDA under the Grant.
- 2. Unless otherwise agreed by IMDA, the Selected Participant shall be eligible for the Grant if the Selected Participant satisfies certain conditions, including but not limited to:
 - a. The Selected Participant must be incorporated in Singapore; and
 - b. The Selected Participant must carry out all aspects of the Project in Singapore.
- 3. The Selected Participant may claim for reimbursements as stated in the Grant Agreement for target(s) that the Selected Participant are required to achieve under the Grant ('Deliverables') which it has achieved (as verified by relevant supporting documents). Reimbursements by IMDA under the Grant may nevertheless be withheld for any reason whatsoever at the discretion of IMDA. Without prejudice to the generality of the foregoing, reimbursements may be withheld by IMDA:
 - a. If there are any pending clarifications required of the Selected Participant by IMDA in connection with the claims forms, progress reports on the Project and/or documents submitted by the Company; and/or
 - b. If there are any pending investigations by IMDA in connection with the Grant and/or the Selected Participant.
- 4. IMDA shall have the right to recover Grant Monies disbursed or reimbursed to the Selected Participant for any Deliverables which are achieved by the Selected Participant should the Selected Participant fail to complete any of the remaining Deliverables for the Project and/or should IMDA terminate the Grant upon the occurrence of certain events including but not limited to a breach of any terms of the Grant by the Selected Participant.
- 5. All costs incurred pursuant to audits in relation to the Grant and/or the Project shall be borne by the Selected Participant and shall not be reimbursed by IMDA.
- 6. The Grant may be terminated at the discretion of IMDA without cause upon prior written notice to the Selected Participant.
- 7. The Selected Participant shall indemnify and keep IMDA fully indemnified against all liabilities, costs and expenses (including all legal fees) in respect of any claims, demands, suits or actions brought against IMDA by third parties arising out of the Selected Participant's performance of the Project and the terms of the Agreement.
- 8. IMDA reserves the right to vary or supplement the terms and conditions of the Grant Agreement upon prior written notice to the Selected Participant.