

## General Terms and Conditions for Goods and Services

### Clause 1 – General

1.1 These **General Terms and Conditions for Goods and Services** ("GTCs") apply to all requests for offers made by the Client (as defined in the **Specific Terms and Conditions for Goods and Services** ("STCs")), offers made by the supplier ("**Supplier**"), all orders placed by the Client through purchase order ("**PO**") and all contracts concluded with the Client in respect of goods to be delivered and services to be performed ("**Scope**"). These GTCs may only be modified with the Client's prior written approval. The applicability of any other terms and conditions (e.g. of Supplier) are explicitly excluded. The Supplier and the Client shall each be a party ("**Party**") and collectively the parties ("**Parties**").

1.2 Any commencement of performance of the provision of goods and/or services shall imply complete acceptance of the terms of the contract between the Client and the Supplier, including the GTCs.

1.3 A contract with the Client is composed of the following, in order of importance: terms in the STCs (if applicable), these GTCs and the PO(s). In the event of any conflict, the terms in the STCs shall prevail over the GTCs and the terms in the GTCs shall prevail over the PO terms.

1.4 The Supplier acknowledges and agrees that the Client may, by written notice, require that the Supplier supply to and/or invoice the Client's Related Corporations directly for such goods and/or services identified by the Client in the notice. For the purposes of this contract, the term "**Related Corporation**" in relation to the Client, means:

- (a) the holding company of the Client;
- (b) a subsidiary of the Client;
- (c) a subsidiary of the holding company of the Client;
- (d) an associated company of the Client ((a) to (d) together with the Client, collectively, "**MWG**"); and
- (e) affiliates of MWG who are engaged in MWG's lines of businesses.

### Clause 2 – Cancellation and Variation

2.1 The Client is entitled to cancel any order or contract at any time if the Supplier has not returned signed copies of the STCs (if applicable) or the PO thereof without any modification within seven (7) calendar days from the date on which it was sent by the Client UNLESS as modified in the STCs or PO. At all times, the Client is entitled to cancel confirmed orders in writing. In such case, the Client shall only be liable for direct costs reasonably and actually incurred, on the condition the Supplier provides the Client with a detailed statement of these costs within thirty (30) calendar days from cancellation. For such cancellation, the Supplier's only remedy is the abovementioned reimbursement which shall never exceed the Contract Sum as defined in the STCs or PO.

2.2 The Client may at any time during the contract require the Supplier to undertake any major variation, alteration or addition to or omission from the Scope or any part thereof (not covered in the STCs or PO). In such an event, the Client shall formally request the Supplier to state in writing the effect of such variation will have on the Scope and/or the Contract Sum set out in the STCs or PO, within three (3) calendar days of the Supplier's receipt of the Client's request (or longer period as the Client may allow). A variation under this Clause 2 shall not invalidate the contract but if such variation involves an increase in the cost or fee to the Supplier, an appropriate adjustment in the Contract Sum

or any additional payment of an amount which is reasonable in the circumstances shall be made and the Client may also grant a time extension for completion of the Scope due to the variation.

### **Clause 3 – Personnel of the Supplier**

3.1 The Supplier shall ensure that all personnel performing the Scope, whether hired, employed or personnel of the Supplier's subcontractors, have adequate professional expertise and experience. If applicable, the personnel may only be replaced after explicit written approval of the Client, except for unexpected and unforeseen circumstances in which the Supplier can only initially and temporarily replace the personnel, provided the Client is promptly notified in writing and informed of the immediate remediation.

3.2 If the Client believes it is necessary or desirable to ensure proper performance of the Scope (which shall not result in higher fees by the Supplier), the Client is entitled to demand, and the Supplier shall comply on first demand, that the Supplier replaces the personnel performing (any part of) the Scope.

3.3 The Supplier shall ensure that all personnel delivering or performing the Scope to the Client shall fully comply with all applicable company rules and procedures (including security procedures) at the premises where the Scope is delivered or performed.

### **Clause 4 – Warranties**

In addition to any other warranties, express or implied, the Supplier represents and warrants that the Scope shall be performed in a manner that conforms to the level of professionalism and state of the art which is expected from a first class service provider and that the goods (including their packaging) and related services thereto (i) conform to the specifications and approved samples, if any, and all other terms of the contract; (ii) are fit and safe for consumer use and suitable for the Client's intended use which the Supplier acknowledges it is aware of or for which the Supplier has obtained prior information in writing from the Client; (iii) are free from defects (including but not limited to defaults in design, material and manufacturing); and (iv) comply with all applicable statutory and regulatory requirements. Any change in law, whether foreseeable or otherwise, shall be entirely at the Supplier's own risk and cost, and no claims for additional payment or extension of time whatsoever arising therefrom or in relation thereto shall be entertained by the Client.

### **Clause 5 – Term and Termination**

5.1 A contract with the Client shall be effective on the commencement date indicated on the STCs or PO subject to full execution of the STCs or acceptance of the PO either by written acknowledgement from the Supplier or pursuant to Clause 1.2 herein. The Client has the right to terminate a contract by providing the Supplier with two (2) weeks' written notice, unless agreed otherwise in writing in the STCs or PO.

5.2 Without prejudice to any other rights and remedies of the Client by law to terminate a contract, the Client is in any event entitled to terminate a contract by means of a written notice to the Supplier, with immediate effect in the event:

- (a) the Supplier commits any continuing or material breach of any of the provisions of the contract and, where such breach is capable of remedy, fails to rectify such breach to the satisfaction of the Client within two (2) weeks of written notice from the Client to do so;

- (b) the Supplier fails to provide or deliver the Scope as set out in the Scope detailed in the STCs or PO;
- (c) the Supplier fails to meet the timelines for the provision of the various aspects of the Scope as detailed in the STCs or PO;
- (d) the Supplier (being a natural person) is incompetent, guilty of gross misconduct and/or any serious or persistent negligence in respect of the Supplier's obligations under the contract;
- (e) unless such termination is prohibited by written law:
  - i. an encumbrancer takes possession or a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed over any of the property or assets of the Supplier;
  - ii. the Supplier becomes or is declared insolvent or makes any voluntary arrangement with the Supplier's creditors;
  - iii. the Supplier (being a company) passes a resolution for winding up or a court shall make an order to that effect;
- (f) the Supplier (being a natural person) dies, or (being a partnership or other unincorporated association) is dissolved;
- (g) the shareholder of the Supplier at the date of the contract subsequent owns less than 50 per cent (50%) of the issued share capital of the Supplier (being a company);
- (h) the Supplier carries out business transactions with third parties in relation to matters which may be in conflict with the interests of the Client, without having obtained the Client's prior written consent or otherwise engages in any conduct prejudicial to the Client;
- (i) the Supplier ceases, or threatens to cease, to carry on business;
- (j) the Supplier is in breach of any of the provisions of the Non-Disclosure Agreement (if applicable) or the confidentiality provision found in Clause 14;
- (k) at any time it is illegal for the Supplier to perform any obligations under the contract for any reason; or
- (l) the Supplier fails to fulfil any of its essential obligations under the contract and after having received written notice from the Client of such failure and a period to remedy within seven (7) calendar days (to the extent that such failure or default is capable of being remedied).

5.3 Should the Supplier fail to comply with its obligations, the Client may also cause any third party to carry out the Supplier's obligations, at the Supplier's costs, even if such costs exceed the

foreseen amount, and without prejudice to the Client's rights to liquidated damages as provided for in Clause 7.2.

#### **Clause 6 – Contract Sum, Prices, Fees, Costs and Payment Terms**

6.1 Contract Sum, prices and fees must be agreed in writing. Agreed Contract Sum, prices and/or fees are fixed and irrevocable. A price or fee accepted by the Client may not be increased without the Client's prior written approval.

6.2 All Contract Sum, prices shall be net, excluding GST or other applicable sales tax, unless agreed otherwise in writing.

6.3 All costs and charges in respect of taxes related to the Scope are for the account of the Supplier, with the exception of GST or other applicable sales tax, unless agreed otherwise in writing. Where applicable, all payments made by the Client to the Supplier shall be subject to applicable withholding taxes or equivalent to be withheld by the Client for the relevant portion of such amounts as may be required by the relevant governmental authorities from time to time. The Supplier indemnifies the Client and holds it harmless from any of such taxes (except GST) costs and charges.

6.4 The Supplier shall submit to the Client invoice(s) of the relevant portion(s) of the Contract Sum in accordance with this contract. Such invoice(s) shall (a) clearly indicate a separate line item for each of the relevant portion(s) of the Contract Sum, and the applicable GST or equivalent, the sum of which shall comprise the invoice sum, (b) exclude any applicable withholding tax or equivalent, and (c) be submitted in accordance with this contract.

6.5 The Client shall pay invoices thirty (30) calendar days from the satisfactory acceptance of the good and/or services by the Client or the date of receipt of the invoice, whichever is later. Notwithstanding any provision in the contract, the Client's obligation to make any payments under the contract are conditional upon the Supplier having provided the Security Deposit (as hereinafter defined) in accordance with Clause 7A.

6.6 All invoices shall be in form and substance acceptable to the Client and include a complete description of the labour and/or materials supplied, and the services rendered and/or goods provided during the period covered by the invoice.

6.7 If the Client, in good faith, disputes the accuracy of the amount of goods or accuracy of services invoiced for, the Client shall have the right to withhold all payment in relation to the disputed invoice pending the complete resolution of the dispute between the Parties. In this event, no interest shall accrue on the sums invoiced for until the final resolution of the dispute. The Client shall within twenty-one (21) calendar days provide written notice to the Supplier stating the reasons why the invoice is incorrect, along with any relevant supporting documentation. Parties undertake to resolve such disputes with reasonable commercial effort within twenty-one (21) calendar days of the receipt of the notice of dispute by the Supplier through commercial negotiations.

6.8 The Client may, to the extent permitted by law, set off or deduct from any amount due and payable to the Supplier (whether under the contract or any other contract), any and all sums that may be due and owing by the Supplier to the Client (whether under the contract or otherwise) including without limitation, any liquidated damages payable under any of the clauses of the contract, or any amount previously overpaid to the Supplier. In the event of deficiency or non-conformity of the Scope or non-compliance to any of the clauses of the contract, the Client may withhold all or part of the

payment due to the Supplier for the Scope until the Supplier has made good the defect(s) and/or delivered the Scope to the satisfaction of the Client. The Client shall be entitled to recover from the Supplier the total cost and expenses incurred by the Client as a result thereof.

6.9 The Supplier shall maintain records of all costs and charges reimbursed by the Client under the contract (if applicable). On the Client's request and with a reasonable notice period, the Client reserves the right to audit these records by its own internal or third party auditor, to verify whether the Client has been overcharged. The Client shall be entitled to take necessary records for this audit which shall be limited to the records necessary to enable this verification.

6.10 If applicable, all third party costs and expenses, including anticipated cost and expenses and (additional) travel costs the Supplier will incur while performing the Scope, shall be submitted in advance to the Client in writing for approval by the Client. The Supplier shall be responsible for the payment of such costs and expenses to these third parties.

6.11 The Client may notify the Supplier of changes to the invoicing arrangements from time to time, and the Supplier agrees to observe these changes at the next billing cycle.

6.12 Where the Supplier issues invoices for the relevant portion of the Contract Sum to the Client's Related Corporation in accordance with this contract, this Clause 6 shall apply to the Client's Related Corporations, where references to the "Client" in this Clause 6 shall be read as references to each of the Client's Related Corporations. The Client's Related Corporations shall be severally responsible for paying the invoices issued to it by the Supplier.

#### **Clause 7 – Delay**

7.1 If there is an imminent delay in the delivery or performance of Scope, the Supplier shall promptly notify the Client in writing of the reason(s) for and consequence(s) of the imminent delay and propose measures the Supplier shall take to mitigate the delay and prevent repetition of such delay. Within reasonable time after receipt of the Supplier's notice, the Client may inform the Supplier whether the proposed measures are acceptable to the Client, which will not in any way imply waiver of the Client's rights or acceptance of the delay and is without prejudice to any other rights and remedies of the Client.

7.2 In the event the delivery or performance of the Scope are not completed within the agreed upon extended period, the Supplier will be immediately required to pay the Client the liquidated damages calculated as follows:

For each calendar day of delay, 0.01% of the Contract Sum or a minimum of \$500, whichever higher, subject to a cap of 10% of the Contract Sum.

For avoidance of doubt, the payment of the abovementioned liquidated damages is without prejudice to any other rights and remedies of the Client under the contract. The Parties agree that, with the exception of force majeure, where, in the reasonable opinion of the Client, the Supplier is permanently unable to deliver or perform the Scope, the maximum amount of liquidated damages of 10% of the Contract Sum shall be due immediately.

#### **Clause 7A – Security Deposit**

7A.1 This Clause 7A shall apply when the Client requires a Security Deposit (as hereinafter defined) from the Supplier, as determined in its sole and absolute discretion.

7A.2 Within the earlier of:

- (a) twenty-eight (28) calendar days from the issuance of the PO or the date of the contract, whichever is earlier; or
- (b) the Supplier's commencement of the Scope,

the Supplier shall pay to the Client and maintain a sum amounting to 5% or such other percentage (to be determined by the Client in its sole and absolute discretion) of the Contract Sum, by way of cash, or a Security Deposit Guarantee (as hereinafter defined) that is in a form acceptable to the Client, as a security deposit ("**Security Deposit**") for the due, faithful and complete performance of and compliance by the Supplier of its obligations under the contract.

7A.3 Where the Supplier is providing the Security Deposit in the form of a Security Deposit Guarantee (as hereinafter defined), the cost of obtaining and maintaining such Security Deposit Guarantee in accordance with this clause shall be borne by the Supplier. "**Security Deposit Guarantee**" means a guarantee in the form and for the duration set out in the Specimen Bankers Guarantee / Performance Bond issued by:

- (a) a bank or insurance company licensed by the Monetary Authority of Singapore; or
- (b) a finance company licensed by the Monetary Authority of Singapore,

under which the issuer guarantees the fulfilment of the terms and conditions of the contract by the Supplier.

7A.4 Where the Security Deposit is in the form of cash, the Security Deposit, subject to such deduction as may be made from it by the Client in its sole and absolute discretion in accordance with this Clause 7A and the final resolution of any outstanding claims by the Client against the Supplier for breach of any provision of the contract, shall be released to the Supplier without interest within ninety (90) calendar days from:

- (a) the completion of the Scope and the completion of all the Supplier's obligations under the contract; or
- (b) the expiration or termination of the contract,

whichever is later.

7A.5 The Client may in its sole and absolute discretion apply the whole or part of the Security Deposit in or towards making good any loss or damage suffered by the Client as a result of the Supplier's default under or breach of the contract, without providing any proof that the Client is entitled to such amount under the contract.

7A.6 The Client shall be entitled to make a demand on the Security Deposit Guarantee as soon as it is satisfied, in its sole and absolute discretion, that the conditions for drawing on the Security Deposit have been fulfilled, notwithstanding that the Supplier disputes the same.

7A.7 The Client's rights under this Clause 7A shall be without prejudice to any other rights and remedies available to the Client under the contract or existing at law or in equity.

## **Clause 8 – Delivery, Acceptance & Time Is of The Essence**

8.1 The timely and proper delivery of and performance of the Scope shall be of the essence under the contract. The Supplier shall strictly adhere to the timing of all milestones and schedules, as agreed between the Parties.

8.2 The Supplier shall notify the Client prior to delivery of or the results of the performance of the Scope, as the case may be.

8.3 The Scope shall be performed, whether in whole or in part, to the satisfaction of the Client and is subject to the acceptance by the Client in writing that the requirements under the contract have been met, unless agreed otherwise in writing.

## **Clause 9 – Default**

9.1 If (any part of) the Scope delivered or performed does not conform to the contract, the Client is entitled at its discretion:

- (a) to require that the Supplier, without delay, repair or replace the delivered goods or supplies the missing component(s) or duly remedies the services performed, within a reasonable period to be determined by the Client and without prejudice to any of the Client's other rights and remedies. Failing which, the Client may source for alternative goods and/or services at the Supplier's cost and expense, such cost and expense to be set-off against the Client's payment for the next order or the Security Deposit as detailed in the contract (if any); and
- (b) to keep the delivered goods in its custody at the Supplier's expense, until the Supplier promptly provides further instructions on how to deal with these goods.

9.2 In the event the Client informs the Supplier of its failure to perform the services in accordance with the contract, the Supplier shall promptly notify the Client in writing of the rectification work which will be taken to perform the services in accordance with the contract and propose measures to prevent such reoccurrence. If the Supplier fails to carry out the rectification work within a reasonable time as determined by the Client, to the satisfaction of the Client, the Client may, without prejudice to any of the Client's other rights and remedies, carry out the rectification work at the Supplier's cost and expense, including the cost and expenses of such third parties as may be engaged by the Client to carry out such work.

9.3 Acceptance by the Client of any delivered or performed Scope in part shall not be deemed as a waiver of any rights or remedies by the Client for such other parts not accepted by the Client.

9.4 Any advice or notice provided by the Client to the Supplier with regards to the delivery or performed Scope, shall not be construed to release the Supplier in any way from its responsibility or liability with respect to the proper fulfilment of its obligations under the contract.

## **Clause 10 – Liability and Indemnification**

10.1 The Supplier shall be liable for and shall indemnify the Client against:

- (a) every claim for damage arising directly or indirectly from, in connection with or related to the Supplier's non-performance of the contract, its failure to perform the

contract properly or in a timely manner, or its breach of any contractual or non-contractual obligation vis-à-vis the Client or third parties, as the case may be; and

- (b) any claim from third parties in respect of damage arising directly or indirectly from, in connection with or related to the Supplier's non-performance of the contract, its failure to perform the contract properly or in a timely manner, or its breach of any contractual or non-contractual obligation vis-à-vis the Client or third parties, as the case may be.

10.2 The Supplier is responsible for and guarantees the fulfilment of obligations by such third parties carrying out delivery or performance of the Scope for the Supplier, including but not limited to the Supplier's personnel and the Supplier's subcontractors and their personnel hired directly or indirectly by the Supplier, in the same way as it guarantees the fulfilment of its own obligations.

10.3 If the delivered or performed Scope causes a product of the Client to be determined to be defective or otherwise non-compliant with respect to applicable product liability legislation, the Supplier shall indemnify, defend and hold harmless the Client and its affiliates (including the Client's Related Corporations, the Client's and its Related Corporations' employees and directors) with respect to all product liability claims or demands resulting thereof.

10.4 During the performance of on-site services or delivery, the Supplier shall be liable for any damage caused by its personnel or its subcontractors' personnel or by any of their materials or equipment, whether such damage is suffered by the Client or by a third party present on-site.

10.5 This Clause 10 shall remain in full force and effect notwithstanding the termination or expiry of the contract for any reason.

#### **Clause 11 – Insurance**

11.1 The Supplier shall effect and maintain, at all times during the period of the contract and at the Supplier's sole cost and expense, a comprehensive public liability insurance policy/policies in the joint names of the Client and the Supplier of an amount not less than S\$1,000,000 per person and S\$3,000,000 per occurrence and shall expressly provide for the waiver of any and all rights of subrogation against the Client which the insurer may otherwise be entitled and shall include a cross liability clause that the insurance shall apply to the Client and the Supplier and or any other insured party as separate insured parties, unless otherwise agreed in the STCs or PO.

11.2 Where necessary, effect and maintain at all times during the period of the contract and at the Supplier's sole cost and expense, a comprehensive workmen's compensation insurance policy/policies in the name of the Supplier for all its personnel assigned to the Client or engaged for the purpose of the contract.

11.3 Where necessary, effect and maintain at all times during the period of the contract and at the Supplier's sole cost and expense, contractor all risk insurance or other insurances of an amount not less than S\$3,000,000 for any one (1) incident or occurrence.

11.4 The Supplier guarantees that its contract(s) of insurance shall be valid and in existence throughout the term of the contract, and that the terms of the insurance policy are usual in the industry of the Supplier, including insurance cover for goods in transit and before delivery to the Client.

11.5 The policy/ policies (and the receipt for the last premium payable in respect thereof) must be produced and lodged with the Client by the Supplier without demand before the commencement of the contract or within thirty (30) calendar days of the renewal of such policy/ policies.

11.6 If the Supplier is providing professional services, the Supplier shall effect and maintain, at all times during the period of the contract and at the Supplier's sole cost and expense, professional indemnity insurance against all claims of breach of contract or negligence, to the value of not less than S\$1,000,000 in respect of each and any claim. The Supplier also agrees to take additional cover in the event the Client requires the Supplier to do so for such additional amounts as set out in the Scope of the STCs or PO. Each insurance policy shall include the Client as the co-insured party, shall expressly provide for the waiver of any and all rights of subrogation against the Client which the insurer may otherwise be entitled and shall include a cross liability clause that the insurance shall apply to the Client and the Supplier and or any other insured party as separate insured parties.

11.7 To the extent required to be maintained by the Supplier's subcontractor by law, the Supplier shall ensure that the Supplier's subcontractors have in place adequate insurance coverage, where relevant, for the Supplier's subcontractors' performance of the Scope.

**Clause 12 – Conduct on the Client's Premises, where applicable**

12.1 The Supplier shall during the execution of the Scope make every effort and take precautions to minimise obstruction and inconvenience to all accessing public, the Client's operations and the Client's personnel and shall take precautionary measures to prevent damage or obstruction or outbreak of fire or any accident on or to the Client's premises, property and/or injury to any persons in the course of its performance of its obligations under the contract.

12.2 The Supplier shall comply with and adhere to all of the Client's regulations on security, environment, health, safety and discipline, for the performance by the Supplier of its obligations under the contract, for the time being in force and as may be updated by the Client from time to time. In particular, the Supplier shall comply with (a) all Contractor's duties and obligations contained in the Client's "Environmental, Health and Safety (EHS) Guidelines for Contractors and Tenants" (found at <https://www.mandai.com/en/saving-wildlife/our-policies/business-with-us.html>), for the time being in force and as may be updated by the Client from time to time, as incorporated herein by reference; and (b) all the Supplier's duties and obligations contained in the Client's "Environmental, Health and Safety (EHS) Considerations" (found at <https://www.mandai.com/en/saving-wildlife/our-policies/business-with-us.html>), for the time being in force and as may be updated by the Client from time to time, as incorporated herein by reference.

12.3 The Supplier shall also be responsible for restricting all its personnel within the boundaries of the job site and take all precautions to prevent trespassing into adjoining properties and keep unauthorised persons off the job site.

12.4 The Supplier shall immediately make good any damage or loss caused to the Client's premises or property by the Supplier, its personnel or its subcontractors and their personnel, and/or indemnify for any personal injury, to the satisfaction of the Client. If the Supplier fails to comply with the clause above, the Client may carry out the necessary repair or reinstatement works at the Supplier's cost and expense and impose an administrative charge of twenty (20) per cent on cost.

12.5 If applicable, the Supplier is to produce influenza vaccination and other medical tests certificate(s) as requested by the Client of the Supplier's personnel or the Supplier's subcontractors' personnel who are performing the Scope on the Client's premises. The cost of influenza vaccination/medical test(s) shall not be borne by the Client. The validity of the influenza vaccination/medical test(s) should be for the same duration as that of the Term mentioned in the STCs or PO.

### **Clause 13 – Force Majeure**

Force majeure means the non-attributable failure of either Party to properly fulfill its obligations. Force majeure situations shall be communicated immediately by the affected Party to the non-affected Party. No Party shall have any liability or be deemed to be in default for any delays or failure in performance under the contract resulting from acts beyond the control of the Party, including but not limited to acts of God, acts or regulations of any governmental authority, war or national emergency, accident, fire, strikes, disturbance or industrial disputes, epidemics or pandemics or any similar cause beyond the control of either Party which prevents or adversely affect the performance of the contract. In such an event, the Client is entitled to dissolve the contract in the event the force majeure extends or is likely to extend beyond thirty (30) calendar days without any indemnification or other remedy. Notwithstanding the aforesaid, at any rate, shortcomings will be attributed to the Supplier if they are caused by transport problems, illness of personnel, breach of contract by the Supplier's subcontractors, strikes in the Supplier's business or in the business of any of the Supplier's subcontractors engaged for the contract.

### **Clause 14 – Confidentiality**

14.1 The Supplier agrees that the existence of the contract, its terms and purpose are confidential in nature and shall not be disclosed to any third party without the prior written consent of the Client. All communications between the Parties, all information and materials disclosed or supplied to or received by either of them, whether in written or electronic format, from the other Party hereto which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the recipient alone, any information concerning the business transactions or financial arrangements of any of the Parties ("**Confidential Information**") hereto shall be kept confidential by the recipient and no disclosure is allowed, throughout the duration of the contract and for as long as such Confidential Information shall remain confidential, except to its personnel, its agents, its subcontractors or personnel of its subcontractors on a strictly need-to-know basis or with the prior written consent of the disclosing Party or the disclosure is required by law, court or regulatory authority. For these purposes, Confidential Information does not include any information which came into the public domain lawfully (i.e. not through a breach of obligation or duty of confidentiality).

14.2 The Supplier shall and shall ensure that its personnel and personnel of its subcontractors engaged in connection with the execution of the Scope and its agents, if any, undertake to take measures to protect the confidentiality of all information of the Client, of which they know or should have known that it is confidential.

14.3 If the Supplier fails to comply with its obligations arising from this Clause 14, it shall be liable to the Client for actual damages suffered and shall be held responsible for any breach, disclosure, distribution, exploitation or use of Confidential Information by any of the Supplier's personnel and personnel of its subcontractors engaged for the contract.

14.5 This Clause 14 shall remain in full force and effect notwithstanding the termination or expiry of the contract for any reason.

### **Clause 14A – No Publicity**

14A.1 No release or announcement, whether oral or in writing, relating to or in connection with any matter contemplated under the contract shall be made by the Supplier without the prior written consent of the Client and only at such time and in such form as is approved by the Client.

14A.2 Unless the prior written consent of the Client has been obtained, the Supplier shall not, whether directly or indirectly, use or otherwise make reference to the name, logo and/or trademark of the Client or any of the Client's Related Corporations, or any related and associated brand, trade and business names from time to time, including but not limited to, "Mandai", "Mandai Wildlife Group", "Mandai X", "MX", "Mandai Nature", "Mandai Wildlife Reserve" or "Wildlife Reserves Singapore" or the names of their current or future attractions, in connection with any promotional, advertising, marketing or publicly available material whatsoever, whether in print, oral or in any other form. Upon receipt of the written consent of the Client, the Supplier shall comply with the Client's and its Related Corporations' guidelines and requirements regarding the use of any name, logo and/or trademark.

14A.3 This Clause 14A shall remain in full force and effect notwithstanding the termination or expiry of the contract for any reason.

### **Clause 15 – Intellectual Property Rights**

15.1 Intellectual property rights shall comprise of the following, whether now existing or arising in the future, all throughout the world and for the full duration of such rights (including any extensions or renewals thereof):

- (a) all rights, title and interest in and to all intellectual property rights, including any and all copyrights, patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, rights in computer software, database rights, semi-conductor topography rights, utility models and rights in know-how, in each case whether registrable or not, and including any applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world, and across all platforms and mediums whether now known or in the future invented;
- (b) all rights under licences, consents, orders, statutes or otherwise in relation to any of the rights referenced in sub-paragraph (a) above;
- (c) all rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (b) which now or in the future may subsist;
- (d) all rights to income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; and
- (e) all rights at law or in equity to sue for past or future infringements of any of the foregoing rights,

(collectively, the "**Intellectual Property Rights**").

15.2 Each Party shall remain the owner of all Intellectual Property Rights existing as of the effective date, or created or acquired independently of the other Party, and nothing in this contract shall assign

any ownership to the other Party with respect to such Intellectual Property Rights. Neither Party shall be entitled to use or have any rights to the other Party's Intellectual Property Rights aforementioned except with the prior written consent of the other Party.

15.3 The Client shall be the owner of all Intellectual Property Rights created from the performance of the Scope pursuant to the contract ("**Deliverables**"), irrespective of whether the Deliverables were complete or not. These Intellectual Property Rights shall be assigned and transferred through the contract to the Client (together with its successors and assigns), by way of both present and future assignment, absolutely and free from all encumbrances ("**Assigned Rights**"), from the moment of creation and the Supplier will provide assistance in any actions that the Client may reasonably consider necessary to effectuate the assignment and transfer of the aforementioned ownership.

15.4 The Supplier shall indemnify and hold the Client and its customers harmless from and against all claims and lawsuits from third parties for infringement of the Intellectual Property Rights or based on passing off resulting from the possession and/or use of the goods and services by the Client.

15.5 In the event that:

- (a) notwithstanding Clause 15.3 of these GTCs, the Supplier is deemed under any relevant law applicable in any jurisdiction to own any Intellectual Property Rights or any part thereof used or embodied in the Deliverables which cannot be assigned to the Client in that jurisdiction on the terms set forth in Clause 15.3; or
- (b) the Supplier incorporates any third party materials into the Deliverables which it does not own and in respect of which it is unable to procure the assignment of the Intellectual Property Rights to the Client in accordance with Clause 15.3,

(collectively, "**Other Materials**"), the Supplier hereby grants and/or shall procure the grant to the Client, together with its successors and assigns, a worldwide, perpetual, irrevocable, exclusive, assignable, royalty free, fully paid-up and transferable licence to do all acts comprised in the Intellectual Property Rights in respect of such Other Materials, including without limitation the rights to use, exercise, reproduce, display, modify, communicate, adapt, perform, distribute, create derivative works based on, develop or otherwise commercially exploit the Intellectual Property Rights for any purpose. The Supplier shall indemnify and hold harmless the Client against any claims, demands, losses, damages and expenses arising from or in connection with any breach of this Clause 15.5 by the Supplier.

15.6 The Supplier hereby undertakes, represents and warrants to the Client that:

- (a) it is the sole and unencumbered owner or licensee of all the Assigned Rights;
- (b) the Assigned Rights are valid and subsisting and the Supplier does not know of and is not aware of any circumstances which may give rise to any claim for revocation, amendment, opposition or rectification or any challenge to ownership or entitlement in respect of any thereof, nor will the use or exploitation thereof by the Client for the purposes contemplated under this contract infringe the Intellectual Property Rights of any third party; and
- (c) it has the right to grant the Client all requisite licenses and/or sub-licenses in connection with the carrying out of the Scope under this contract and all Deliverables.

15.7 For good and valuable consideration, the receipt of which the Supplier acknowledges, in relation to all Deliverables, the Supplier hereby irrevocably, unconditionally and formally waives, and warrants that it has procured from and will procure from the relevant third parties, including its agents, employees, subcontractors or consultants engaged by the Supplier in the development, creation or acquisition of the Deliverables ("**Relevant Third Parties**"), a waiver of, to the fullest extent permitted by law, all of the following:

- (a) all moral rights the Supplier and/or the Relevant Third Parties have or may be entitled to, under the Copyright Act 2021, as may be amended from time to time and any similar legislation in any relevant jurisdiction; and
- (b) all rights to be identified, not to be identified, not to be falsely identified, not to have an altered copy of the work represented as unaltered, and rights of attribution which the Supplier and/or the Relevant Third Parties have or may be entitled to in Singapore or in anywhere in the world under any legislation now existing or in future enacted.

#### **Clause 15A – Personal Data**

15A.1 The Supplier agrees and guarantees that all Personal Data (as defined in the Singapore Personal Data Protection Act 2012 ("**PDPA**")) of the Client's employees, the Client's subcontractors' employees and agents shall be protected and kept confidential and that the Personal Data will not be used for any other purpose than the purposes set out in the contract.

15A.2 The Supplier shall adhere to and comply with, at its own cost, the PDPA, all applicable privacy, data protection or similar laws and regulations ("**Personal Data Protection Laws**"), and any reasonable directions, guidelines, policies or requests which the Client may provide to the Supplier from time to time and shall not, by its act or omission, cause the Client to be in violation of any applicable Personal Data Protection Laws.

15A.3 Without prejudice to the foregoing, in respect of Personal Data which the Supplier will be or is disclosing to the Client:

- (a) the Supplier would have, prior to disclosure, obtained the consent from individuals whose Personal Data the Supplier is disclosing to enable the Client to collect, use, disclose, share and/or process (through related companies, relevant third parties or otherwise) the Personal Data for purposes in connection with the scope as elaborated in the Mandai Wildlife Group's Personal Data Protection Policy at <https://www.mandai.com/en/saving-wildlife/our-policies/data-protection.html> ("**Permitted Purpose**");
- (b) that any Personal Data disclosed or to be disclosed by the Supplier to the Client are true, accurate, current and complete; and
- (c) once the Supplier becomes aware of any updates including changes to the details of the Personal Data or withdrawal of consent after disclosure, the Supplier shall, as soon as reasonably practicable, notify the Client in writing.

15A.4 Without prejudice to the foregoing, in respect of any Personal Data which the Client may be or is disclosing to the Supplier, or which the Supplier may collect for the Client ("**Client Personal Data**"), the Supplier acknowledges and agrees as follows:

- (a) the Supplier shall only collect, use, disclose, access and/or process Client Personal Data strictly for the purposes which the Client notifies to the Supplier in writing ("**Client Permitted Purposes**") and no other purpose;
- (b) the Supplier further agrees and undertakes to the Client that its personnel and/or agents and service providers shall only access Client Personal Data for the Client Permitted Purposes and will not handle the Client Personal Data in a manner exceeding the Client Permitted Purposes;
- (c) the Supplier shall, in respect of any Client Personal Data collected, used, disclosed, accessed and/or processed by the Supplier in connection with the contract, comply with any requests, directions or guidelines which the Client may provide the Supplier from time to time. The Supplier shall provide the Client such assistance as it may reasonably require in meeting the Client's own obligations under the PDPA;
- (d) The Supplier shall employ administrative, physical, procedural, technical, and information and communications technology measures and safeguards (including safeguards against worms, Trojan horses, and other disabling or damaging codes) to ensure that Client Personal Data is afforded protection in accordance with the PDPA. In particular, the Supplier shall ensure that such Personal Data collected is kept secure and in an encrypted form, and shall use the best available security practices and systems applicable to the use of the Client Personal Data to prevent, and take prompt and proper remedial action against, unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal, destruction, storage, reproduction, display or distribution of such Client Personal Data, or similar risks, and the loss of any storage medium or device on which Client Personal Data is stored;
- (e) The Supplier shall keep complete and proper books, records and documentation relating to all collection, use and disclosure of Client Personal Data collected in connection with the contract, all consents relating thereto, and shall upon reasonable notice by the Client provide unrestricted access to it or its agents or representatives to such books, records and documentation (including information stored in computerised form), and allow the Client or its agents or representatives to make copies thereof. The Supplier shall further provide such information as the Client may from time to time require to verify compliance with its obligations under the contract or at law;
- (f) The Supplier shall not retain Client Personal Data (or any documents or records containing Client Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of the contract;
- (g) Upon the Client's request or the termination or expiry of the contract, the Supplier shall:

- i. deliver to the Client in a form specified by the Client all records relating to any Client Personal Data which it has collected, used or disclosed in connection with the contract, together with all documentation, books, records and evidence of any and all consents or agreements with third parties relating to such Client Personal Data, and where applicable, instruct such third parties to whom it has disclosed Client Personal Data for the purposes of the contract to return to the Supplier or delete such Client Personal Data; and/or
  - ii. at its own cost and expense return, delete or destroy such Client Personal Data and all records thereof and provide upon the Client's request such evidence of deletion or destruction as the Client may require;
- (h) If the Supplier becomes aware of or reasonably believes that there has been any collection, use, disclosure of any Client Personal Data collected in connection with the contract otherwise than as permitted under the contract, or any misuse, unauthorised access, collection, use, disclosure, copying, modification or disposal of any such Client Personal Data, or the loss of any storage medium or device on which Client Personal Data is stored in circumstances where the accidental, unlawful, or unauthorised access, collection, use, disclosure, copying, modification, alteration, corruption, damage, destruction, loss or disposal of the Client Personal Data is likely to occur, or any security breach in connection with the contract that could compromise the security or integrity of such Client Personal Data or otherwise adversely affect the Client or expose it to any claim, action or proceeding, or if the Supplier learns or suspects that any Client Personal Data collected in connection with the contract may have been or is at risk of having been disclosed to or obtained by any unauthorised person (each such incident a "**Data Breach**"), the Supplier shall at its own expense:
  - i. without undue delay, use best endeavours to notify the Client of such Data Breach; and
  - ii. make all reasonable efforts to assist the Client in relation to the investigation and remedy of such Data Breach; and
- (i) The Supplier shall not transfer Client Personal Data out of Singapore except with the written consent of the Client and in accordance with such further terms and conditions as the Client may notify to the Supplier.

#### **Clause 16 – Mediation**

16.1 All disputes, controversies or differences arising out of or in connection with the contract or the breach, termination or invalidity thereof ("**Dispute(s)**") shall be settled insofar as it is possible through direct negotiation within fourteen (14) calendar days from the time the Dispute(s) arose. If direct negotiation fails, the Parties shall refer such Dispute(s) to the Singapore Mediation Centre ("**SMC**") for resolution in accordance with the Mediation Procedure of the SMC for the time being in force.

16.2 Notwithstanding anything in this contract, in the event of any dispute, controversy or claim arising out of or in connection with this contract, no Party shall proceed to any form of dispute

resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the Mediation Procedure of the SMC for the time being in force.

16.3 Any Party may submit a request to mediate to the SMC upon which the other Party shall be bound to participate in the mediation within forty-five (45) calendar days thereof. A Party who receives a notice for mediation from the other Party shall consent to and participate in the mediation process, failing which such Party shall be deemed to be in breach of contract. Every Party to the mediation must be represented by senior executive personnel, of at least the seniority of a Head of Department or its equivalent, with authority to negotiate and settle the dispute. Unless otherwise agreed by the Parties, the mediator(s) will be appointed by the SMC. The mediation will take place in Singapore in the English language and the Parties undertake to abide by the terms of any settlement reached.

#### **Clause 17 – Governing law and Jurisdiction**

This contract shall be governed by, interpreted, and construed in accordance with the laws of the Republic of Singapore. All Parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore for the purposes of any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination.

#### **Clause 18 – Ethical Standards and Compliance**

The highest standards of ethical, moral and lawful conduct are expected from the Supplier. In particular, the Client expects the Supplier, its personnel, its agents and its subcontractors, to be familiar with and comply with all legal and contractual obligations relating to its business activities, and the Client will not accept any conduct (including by omission) that it is unlawful or that violates such obligations. The Client prohibits the offer or receipt of gifts, hospitality or expenses whenever such arrangements could affect the outcome of business transactions. A breach of this Clause 18 which shall be solely determined by the Client shall amount to a material breach entitling the Client to immediately terminate the contract.

#### **Clause 18A – Access to the Client’s IT Assets / Electronic Data / IT Infrastructure (as defined in the Client’s Supplier Information Security and Cyber Hygiene)**

The Supplier shall comply with the Client’s “Supplier Information Security and Cyber Hygiene” (found at <https://www.mandai.com/en/saving-wildlife/our-policies/business-with-us.html>), for the time being in force and as may be updated by the Client from time to time), as incorporated herein by reference.

#### **Clause 18B – Supplier Code of Conduct**

The Supplier shall comply with the Client’s “Supplier Code of Conduct” (found at <https://www.mandai.com/en/saving-wildlife/our-policies/business-with-us.html>), for the time being in force and as may be updated by the Client from time to time), as incorporated herein by reference.

#### **Clause 19 – Notices**

Any notice, claim or demand in connection with the contract shall be given in writing to the relevant Party at the address stated in the STCs or PO (or such other address as it shall previously have notified to the other Party). Any notice sent by fax/email shall be deemed received when sent. Any notice sent by hand shall be deemed received when delivered. Any notice sent by post from within Singapore shall be deemed received forty-eight (48) hours from posting.

## **Clause 20 – Miscellaneous**

20.1 The Client reserves the right to assess the performance of the Supplier using the Client's "Supplier Performance Evaluation Form (CPEF)" on a yearly basis to determine if the Supplier is able to deliver the Scope required by the Client.

20.2 The Supplier shall not assign, transfer or contract to a third party, its rights or obligations under the contract, unless prior specific approval of the Client has been provided. The Client may assign its rights under the contract without the prior consent of the Supplier. Further, the Supplier shall not be entitled to further sub-contract, delegate or otherwise arrange for another party or person to perform any part of the works or services sub-contracted, delegated or otherwise arranged to be performed by the Supplier, without the prior written consent of the Client.

20.3 All notifications must be in writing. Verbal communications will only have legal effect when confirmed in writing.

20.4 The relationship of the Supplier and the Client pursuant to the contract shall be that of independent contractor. The Supplier shall not be deemed to be an employee of the Client for any purpose whatsoever.

20.5 Should any provision of the contract be held invalid or unenforceable, both Parties agree that the remaining provisions shall remain in full force and effect.

20.6 Failure by the Client to enforce any of the provisions of the contract shall not be construed nor be deemed to be a waiver of its rights hereunder and shall not in any way affect the validity of the whole or any part of the contract nor prejudice the Client's right to take subsequent action.

20.7 Notwithstanding the aforesaid, original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g. .pdf or similar format) are true and valid signatures for all purposes, and bind the Parties to the same extent as that of an original signature.

20.8 The Related Corporations of the Client may, to the extent relevant, enforce the terms of this contract subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 2001. Subject to the foregoing, a person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of any term of this contract.

20.9 Nothing in this contract shall be interpreted as authorising or permitting the doing of any act that is prohibited by any written law.

(Updated as at May 2024)