

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

1.2. Should Supplier start to execute the performance, this shall imply complete acceptance of the terms of the contract between Client and Supplier, including the GTCs.

1.3. A contract with Client is composed of the following, in order of importance: terms in the STCs (if applicable), this GTCs and POs. 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 POs terms.

1.4. If and when Singapore Zoological Gardens ("**SZG**") and Jurong Bird Park ("**JBP**") enter into this contract together, they shall each be deemed to have entered into this contract separately from the other. The liability and obligation of SZG or JBP is several, not joint, and neither SZG nor JBP shall have any liability or obligation arising out of a breach by the other of their obligations, representations, warranties and/or covenants in this Agreement or the termination or expiration of this Agreement or any part thereof. The Supplier acknowledges and agrees to the foregoing.

### Clause 2 – Cancellation and Variation

2.1 Client is entitled to cancel any order or contract at any time if Supplier has not returned signed copies of the STCs (if applicable) or the PO thereof without any modification within five (5) business days from the date on which it was sent by Client UNLESS as modified in the STCs or PO. At all times, Client is entitled to cancel confirmed orders in writing. In such case, Client shall only be liable for direct costs reasonably and actually incurred, on the condition Supplier provides Client with a detailed statement of these costs within thirty (30) calendar days after 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 Supplier

3.1 Supplier shall ensure that all its personnel performing the Scope, whether hired or employed, have adequate professional expertise and experience. If applicable, the personnel may only be replaced after explicit written approval of Client, except for unexpected and unforeseen circumstances in which Supplier can only initially and temporarily replace the personnel, provided 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 a proper performance (which shall not result in higher fees by Supplier), the Client is entitled to demand, and Supplier shall comply on first demand, that Supplier replaces personnel performing (any part of) the Scope.

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

#### **Clause 4 – Warranties**

In addition to any other warranties, express or implied, Supplier represents and warrants that the Scope are 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 Client's intended use which Supplier acknowledges it is aware of or for which Supplier has obtained information from Client in writing beforehand; (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 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. Client has the right to terminate a contract by providing Supplier with a 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, Client is in any event entitled to terminate a contract by means of a written notice to 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 Client within two (2) weeks of written notice from 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 Client, without having obtained Client's prior written consent or otherwise engages in any conduct prejudicial to 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 fulfill 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) working days (to the extent that such failure or default is capable of being remedied).

5.3 Should Supplier fail to comply with its obligations, 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 Client's rights to liquidated damages as provided for in Clause 7.2.

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

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 Client may not be increased without 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 Supplier, with the exception of GST or other applicable sales tax, unless agreed otherwise in writing. Supplier indemnifies Client and holds it harmless from any of such taxes (except GST) costs and charges.

6.4 Client shall pay invoices within thirty (30) calendar days after the end of the month in which the invoice was received, provided it is correct, undisputed and contains all details required by Client unless stated otherwise in STCs or PO.

6.5 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 accepted to the Client. Client shall be entitled to recover from the Supplier the total cost and expenses incurred by the Client as a result thereof.

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

6.7 If applicable, all third party costs and expenses (it anticipates) including incurred or (additional) travel costs Supplier will incur while performing the Scope shall be submitted in writing and in advance to the Client for approval by Supplier. Supplier shall be responsible for the payment of all these costs and expenses to these third parties.

#### **Clause 7 – Delay**

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

7.2 In the event the delivered or performed Scope are not completed within the agreed upon (extended) period, Supplier will be immediately subjected to pay the Client the liquidated damages calculated as follow:

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 abovementioned liquidated damages is without prejudice to any other rights and remedies of Client under the contract. However, if it is permanently impossible to comply, the full maximum liquidated damages shall be due immediately, with the exception of force majeure.

#### **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 of the contract. Supplier shall strictly adhere to the agreed upon time milestones and time schedules.

8.2 Supplier shall notify Client prior to delivery of or (results of) the performance of the Scope.

8.3 The (results of) performed Scope require the approval by Client in writing indicating it meets the requirements of the contract, unless agreed otherwise in writing.

## **Clause 9 – Default**

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

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

9.2 In the event Client informs Supplier it is not performing the services in accordance with the contract, Supplier shall promptly report in writing to Client of the measures (which shall be) taken in order for the services to be performed accordingly and to avoid any such reoccurrence in the future. If Supplier fails to carry out the rectification works within a reasonable time to be determined by Client and without prejudice to any of its other rights and remedies, Client may carry out the rectification work at the Supplier's cost and expense.

9.3 Acceptance by Client of (any part of) the delivered or (results of) performed Scope shall not be deemed as a waiver of any rights or remedies by Client.

9.4 Any advice or notice provided by Client to Supplier with regards to the delivery or (results of) performed Scope, shall not release 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 Supplier shall be liable and indemnify Client:

- (a) for every claim for damage resulting directly or indirectly from or related to Supplier's non- performance of the contract, its failure to perform the contract timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Client or third parties; and
- (b) against any claim from third parties resulting in respect of damage resulting directly or indirectly from or related to the Supplier's non-performance of the contract, its failure to perform the contract timely or properly or its breach of any contractual or non-contractual obligation vis-à-vis Client or third parties.

Supplier guarantees the fulfillment of obligations by third parties on Supplier's part (such as employees of Supplier or third parties or their employees hired directly or indirectly by Supplier) in the same way as it guarantees the fulfillment of its own obligations.

10.2 If the delivered or performed Scope cause a product of Client to be determined to be a defective product in accordance with applicable product liability legislation, then Supplier shall indemnify, defend and hold harmless Client and its affiliates with respect to all product liability claims or demands resulting thereof.

10.3 During the performance of on-site services or delivery, Supplier shall be liable for any damage caused by its personnel or the personnel of its subcontractors or by its material or equipment, whether

such damage is suffered by the Client or by a third-party present on the site.

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

#### **Clause 11 – Insurance**

11.1 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 to include Waiver of Subrogation and Cross Liability 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 employees 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) accident or occurrence.

11.4 Supplier also 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 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 services, the Supplier shall ensure that it takes up a 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. Supplier also agrees to take additional cover in the event Client requires the Supplier to do so for such additional amounts as set out in the Scope of the STCs or PO. Each insurance shall include the Client as the co-insured party, expressly provide for the waiver of any and all rights of subrogation against the Client which the insurer may otherwise be entitled and 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.

#### **Clause 12 – Conduct On Client's Premises, where applicable**

12.1 Supplier shall during the execution of their Scope make every effort and take precautions to minimise obstruction and inconvenience to all accessing public and Client's staff and take precautionary measures to prevent damage or obstruction or outbreak of fire or any occurrence of accident 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 In the contract, Supplier's adherence to Client safety regulations is of utmost importance and Supplier shall comply with the safety requirements.

12.3 Supplier shall comply with all Client's regulations on security, environment, health, safety and discipline, from time to time in force for the performance by the Supplier of its obligations in the contract. In particular, Supplier shall comply with all of the Contractor's duties and obligations

contained in the Client's "Environmental Health and Safety Guidelines for Suppliers" as detailed at the end of this GTCs.

12.4 The Supplier shall also be responsible for restricting all its employees 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.

12.5 Immediately make good any damage or loss caused to the premises or property by Supplier, its employees, agents, independent contractors or any permitted occupier, and/or indemnify for any personal injury, to the satisfaction of Client. If Supplier fails to comply with the clause above, Client may carry out the necessary repair or reinstatement works at Supplier's cost and expense and impose an administrative charge of twenty (20) per cent on cost.

12.6 If applicable, Supplier is to produce influenza vaccination and other medical tests certificate(s) as requested by Client of Supplier's personnel who are performing the Scope in Client's premises. The cost of influenza vaccination/medical test(s) shall be borne by Supplier. 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.

12.7 All provisions of the Environmental, Health and Safety (EHS) Considerations (found at <https://www.mandai.com/content/dam/mandai/misc/policies/tender-specifications-ehs-considerations-v2-apr21.pdf>) are hereby incorporated by reference with the same force and effect as if as though fully set forth herein.

### **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. 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 or epidemics or any similar cause beyond the control of either Party which prevents or adversely affect the performance of the contract. In such an event, 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 Supplier if they are caused by transport problems, illness of personnel, breach of contract by third parties contracted by Supplier, strikes in Supplier's business or in the business of any of its engaged third parties.

### **Clause 14 – Confidentiality**

14.1 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 (the "**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 employees/agents/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 Supplier shall and shall ensure that its employees and employees of third parties hired in connection with the execution of the Scope of the contract undertake to take measures to protect the confidentiality of all information of Client, of which they know or should have known that it is confidential. Supplier agrees and guarantees that all personal data of Client's employees, sub-contractors and agents shall be kept confidential and that this will not be used for any other purpose than the contract. In the event of failure to do so as afore described on the part of Supplier, Supplier shall be held responsible for any disclosure, distribution, exploitation or use of Confidential Information by any of Supplier's employees and employees of third parties hired in connection with the execution of the contract.

14.3 In relation to the collection, use, disclosure, access, correction and/or processed of any Personal Data (as defined in the Singapore's Personal Data Protection Act 2012), the Supplier shall adhere to the following (a) all the rules and regulations set forth by the Personal Data Protection Act and (b) any reasonable directions, guidelines, policies or requests which Client may provide to the Supplier from time to time.

14.4 If Supplier fails to comply with its obligations arising from this Clause 14, it shall be liable to Client for actual damages suffered.

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

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

15.1 Each Party shall remain the owner of all intellectual property rights owned by it prior to its relationship with the other Party or created outside the Scope of and independently of that relationship. Client shall be the owner of all intellectual property rights of the results of the performance of services pursuant to the contract, irrespective whether the results were complete or not. These property rights are transferred through the contract with Client from the moment of creation and Supplier will provide assistance in any actions that Client may reasonably consider necessary to effectuate the transfer of the aforementioned ownership. Supplier shall indemnify and hold Client and its customers harmless from and against all claims and lawsuits from third parties for infringement of intellectual property rights or based on unfair competition resulting from the possession and/or use of the goods and services by Client.

15.2 In the extent that any of the intellectual property rights cannot be transferred in accordance with Clause 15.1, Supplier shall ensure that Client be granted a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license in, to and under its intellectual property rights to enable Client to make, have made, copy, modify, create derivative works based upon, use, offer to sell, import, export, sublicense, publicly display, market, distribute, grant security interests in or otherwise commercially exploit the intellectual property rights for the purposes of the contract. Supplier shall indemnify and hold harmless Client against any claims, demands, losses, damages and expenses arising from or in connection with Client's proper use of any intellectual property rights.

15.3 Each Party's trademarks and intellectual property rights shall remain vested in that Party and neither Party shall be entitled to use or have any rights to the other Party's trademark and intellectual property rights except with prior written consent of the other Party.

15.4 Supplier shall not indicate on marketing materials or its website(s) that it performs services for Client, without the prior written approval has been obtained from Client.



### **Clause 15A – Personal Data**

15A.1 Supplier shall comply with the Singapore Personal Data Protection Act 2012 (“**PDPA**”), all applicable privacy, data protection or similar laws and regulations (“**Personal Data Protection Laws**”) and shall not, by its act or omission, cause the Client to be in violation of any applicable Personal Data Protection Laws.

15A.2 Without prejudice to the foregoing, in respect of Personal Data which Supplier will be or are disclosing to Client:

- (a) Supplier would have, prior to disclosure, obtained the consent from individuals whose Personal Data 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 WRS Group Data Protection Policy at <https://www.mandai.com/en/saving-wildlife/our-policies/data-protection.html> (the “**Permitted Purpose**”);
- (b) that any Personal Data disclosed or to be disclosed by Supplier to Client are true, accurate, current and complete; and
- (c) once Supplier becomes aware of any updates including changes to the details of the Personal Data or withdrawal of consent after disclosure, we should, as soon as reasonably practicable, notify Client in writing.

15A.3 Without prejudice to the foregoing, in respect of any Personal Data which Client may be or are disclosing to Supplier, or which Supplier may collect for Client (“**Client Personal Data**”), Supplier acknowledges and agrees as follows:

- (a) Supplier shall only collect, use, disclose, access and/or process Client Personal Data strictly for the purposes which Client notifies to Supplier in writing (“**Client Permitted Purposes**”) and no other purpose;
- (b) Supplier further agrees and undertakes to Client that its employees 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) Supplier shall, in respect of any Client Personal Data collected, used, disclosed, accessed and/or processed by Supplier in connection with these GTCs, comply with any requests, directions or guidelines which Client may provide Supplier from time to time. Supplier shall provide Client such assistance as it may reasonably require in meeting Client’s own obligations under the PDPA;
- (d) 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, 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) 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 these GTCs, all consents relating thereto, and shall upon reasonable notice by 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 Client or its agents or representatives to make copies thereof. Supplier shall further provide such information as Client may from time to time require to verify compliance with its obligations under these GTCs or at law;
- (f) 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 STCs and these GTCs.
- (g) Upon the Client's request or the termination or expiry of the STCs and these GTCs, Supplier shall:
  - i. deliver to Client in a form specified by Client all records relating to any Client Personal Data which it has collected, used or disclosed in connection with these GTCs, 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 STCs and these GTCs to return to 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 Client's request such evidence of deletion or destruction as 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 these GTCs otherwise than as permitted under these GTCs, 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 these GTCs that could compromise the security or integrity of such Client Personal Data or otherwise adversely affect Client or expose it to any claim, action or proceeding, or if Supplier learns or suspects that any Client Personal Data collected in connection with these GTCs may have been or is at risk of having been disclosed to or obtained by any unauthorised person (each such incident a "**Data Breach**"), Supplier shall at its own expense:
  - i. without undue delay, exercise best endeavours to notify Client of such Data Breach; and
  - ii. make all reasonable efforts to assist Client in relation to the investigation and remedy of such Data Breach; and

- (i) Supplier shall not transfer Client Personal Data out of Singapore except with the written consent of Client and in accordance with such further terms and conditions as Client may notify to Supplier.

For the purposes of this Clause 15A, “**Personal Data**” shall be defined as data, whether true or not, in any form, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the organisation has or is likely to have access.

#### **Clause 16 – Mediation**

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 time the Dispute(s) arose. If direct negotiation fails, the Parties shall refer such Dispute(s) to the Singapore Mediation Centre (the “**SMC**”) for resolution in accordance with the Mediation Procedure of the SMC for the time being in force.

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.

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 or 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 to the contract irrevocably submit to the 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 Supplier(s). In particular, Client expects Supplier(s), their agents and their contractors, to be familiar with and comply with all legal and contractual obligations relating to their business activities, and Client will not accept and conduct (including by omission) that it is unlawful or that violates such obligations. 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 Client shall amount to a material breach entitling Client to immediately terminate the contract.

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

18A.1 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>), in force at the time being and as may be updated by the Client from time to time), as incorporated herein by reference (the “**Supplier Information Security and Cyber Hygiene**”).

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

18B.1 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>), in force at the time being and as may be updated by the Client from time to time), as incorporated herein by reference (the “Code”).

### **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 after posting.

### **Clause 20 – Miscellaneous**

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

20.2 Supplier shall not assign, transfer or contract to a third party, its rights or obligations under these GTCs, unless prior specific approval of Client has been provided. Client may assign its rights under the contract without the prior consent of Supplier. Further, 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 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 Supplier and Client pursuant to the contract shall be that of independent contractor. Supplier shall not be deemed to be an employee of Client for any purpose whatsoever.

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

20.6 Failure by Client to neglect to enforce any of the provisions of these GTCs or 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 these GTCs or contract nor prejudice to 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 A person who is not a party to the contract has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce or enjoy the benefit of any term of the contract.

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

**INTRODUCTION**

This document outlines Wildlife Reserves Singapore Pte Ltd and its subsidiaries, The Jurong Bird Park Private Limited and Singapore Zoological Gardens (collectively, the “WRS Group”, as part of the Mandai Wildlife Reserve Group) requirements for environmental, health and safety (“EHS”) compliance. It is provided to assist persons or companies (including their sub-contractors and agents), who have satisfied WRS’ pre-qualification requirements and are eligible to be engaged by WRS for the provision of works and/or services (“Contractors”) in ensuring that accidents, dangerous occurrences, injuries, occupational diseases, environmental pollution and damage to property or equipment are prevented in the course of their engagement. The guidelines in this document cover the period from award through to execution of a contract. The following guidelines apply to all WRS’ Contractors and its sub-contractors and are non-negotiable obligations. Failure to comply may entitle WRS to terminate the contract and/or to be indemnified for loss and damages resulting from the breach of the obligations herein and/or other rights under the contract. Contractors are also expected to adhere to and comply with the relevant Singapore laws and regulations including Workplace Safety and Health Act and the Environmental Protection and Management Act.

**1. CONTRACTORS’ RESPONSIBILITY**

- 1.1 Contractors will conduct its operations in such a manner as to:
  - 1.1.1 Provide a safe working environment,
  - 1.1.2 Ensure the safety and health of its workers,
  - 1.1.3 Protect the public from injury, disease and prevent loss or damage to properties resulting from its activities, and
  - 1.1.4 Ensure and safeguard the conservation of the environment.
- 1.2 Contractors shall at all times be fully responsible for the behavior and actions of their sub-contractors and workers and be fully liable for any accident or damage resulting from their negligent acts or omissions and/or infringement of any WRS’ rules and obligations herein.
- 1.3 Contractors shall enforce and ensure that their sub-contractors and workers adhere to all WRS’ policies, rules and procedures and all legal requirements by the relevant Singapore authorities.
- 1.4 Any worker of the Contractors who violates any WRS rules is liable to instant dismissal from carrying out WRS’ works/contract. WRS reserves the right to bar such an offender from coming into WRS’ site indefinitely.
- 1.5 In taking steps to ensure a safe working environment, the Contractors shall have in place the following provisions:
  - 1.5.1 Risk assessment for safe work,
  - 1.5.2 Brief all relevant personnel about the risks **involved** and the control measures available to manage those risks,
  - 1.5.3 Incident Reporting,
  - 1.5.4 Essential understanding and provision for environment protection, and
  - 1.5.5 Essential Training/qualification.
  - 1.5.6 Attain a minimum of **BizSAFE Level 3** before tender for jobs in WRS.
  - 1.5.7 Attend briefing by EHS personnel before commencement of work in WRS.

**2. PERSONAL PROTECTIVE EQUIPMENT (PPE)**

- 2.1 Appropriate PPE must be worn at all times during work. PPE requirements when working in WRS’ site are, where appropriate, as follows: safety shoes, safety helmet, safety belt/harness, safety spectacles or goggles, gloves, and ear plug or ear muff.

**3. HOT WORK**

- 3.1 The Contractors shall not carry out hot work without the prior written approval by the respective WRS’ Department-In-Charge of the works/contract (“**Site Representative**”).
- 3.2 All flammable or combustible compounds are to be cleared away from the area. No Contractors are allowed to store chemicals without informing the respective Site Representative.
- 3.3 No hot work is allowed in any confined spaces without a prior written approval by the Site Representative.

**4. CONFINED SPACE**

- 4.1 The Contractors shall not enter into any confined space without approval by the Site Representative.
- 4.2 The Contractors shall provide a competent confined space assessor to conduct gas check and monitor the confined space condition.

**5. ELECTRICAL**

- 5.1 The Contractors shall employ only competent persons to take charge of all electrical works. Such installations shall be provided with earth leakage circuit breakers (ELCB) and be maintained in good and safe working order.
- 5.2 All electrical installations shall comply with the requirements of the applicable law and regulations of Singapore authorities.

**6. CHEMICAL**

- 6.1 The Contractors shall ensure Safety Data Sheet (SDS) of any chemical used or handled by its sub-contractors and workers is always made available and they have been briefed on the hazards and safety and health precautions. A copy of the SDS must be maintained at site where the chemical is used along with the work permit.
- 6.2 SDS shall be given to the Site Representative where the chemical is being used in or close proximity to places where animals are kept.
- 6.3 No chemical shall be used in WRS’ premises without WRS’ prior consent.

**7. NOISE**

- 7.1 When Contractors are exposed to excessive noise (85 dBA and above), Contractors shall provide the appropriate hearing protection such as ear-plugs or ear muffs and ensure that their sub-contractors or workers use the hearing protection properly when exposed.
- 7.2 The Contractors Supervisor shall first survey the worksite to assess the need of hearing protection prior to the commencement of the work.

**8. HEIGHT**

- 8.1 When working at higher than 2 meters from the ground level, there must be secured handhold and foothold for Contractors to work at that height.
- 8.2 If secured handhold and foothold are not available and is difficult or impractical to provide, temporary platform such as scaffolds should be erected and to provide sufficient fall protection equipment such as safety harness which must be properly worn with the following consideration:
  - 8.2.1 There shall be sufficient and secured anchorage, by means of lifeline or otherwise for safety harness, and
  - 8.2.2 The anchorage shall not be lower than the level of the working position of the person wearing the safety harness.
- 8.3 The risks involved in working at such height and the necessary precautionary and safety measures to be taken shall be jointly assessed by both WRS and Contractors prior to commencement of work.

**9. SCAFFOLDS**

- 9.1 All scaffolds must be erected, dismantled and inspected by competent persons for safe to use.

**10. WORKING IN ANIMAL EXHIBITS / ENCLOSURE / DAM / CAGE**

- 10.1 The Contractors shall not enter into any animal exhibit, enclosure, dam, or cage without the permission granted by WRS’ Keeper-in-charge.
- 10.2 All work performed in this area shall be closely supervised.

**11. REPORTING OF ACCIDENTS / DANGEROUS OCCURRENCE:**

- 11.1 The Contractors shall report any or all accidents or dangerous occurrence, including but not limited to those that do not involve injuries to the Site Representative immediately for prompt follow up or action. The Contractors shall also report such accidents or occurrence to the Ministry of Manpower (“MOM”) or any other appropriate authority as required by the laws and regulations of Singapore.
- 11.2 The Contractors shall observe the site emergency evacuation procedures of the company or site.

**12. EQUIPMENT & MACHINERY**

- 12.1 All statutory equipment and machinery must be inspected, examined and cleared by the MOM Authorised Examiner before allowed to be used.

**13. LIFTING OPERATION**

- 13.1 All lifting operations involving mobile, crawler or tower cranes must involve competent Signalman, Rigger and supervised by Lifting Supervisor.
- 13.2 Contractors shall ensure that the lifting operation will be carried out safely at all times.

**14. ENVIRONMENT**

**14.1 No Spillage of Oil or Chemical to Land**

- 14.1.1 No spillage of oil or chemical to land is allowed in any WRS sites or assigned workshop. All oil or chemical containers shall be stored in impermeable concrete bundled storage area.
- 14.1.2 All equipment powered by internal combustion engine, which may spill oil onto land at site or workshop, shall accompany a properly deployed drip tray.

**14.2 No Discharge of Oil or Chemical to Drain**

- 14.2.1 No discharge of oil or chemical to drain is allowed in WRS sites or workshop. Where accidental spillage or discharge occurred, the Site Representative shall be notified immediately and sand bags are accordingly deployed to prevent oil or chemical drainage into animal enclosures, exhibits, dams and cages.

**14.3 No Emission of Chemical to Air**

- 14.3.1 No discharge of chemical gases to air is allowed in WRS sites or workshop. All chemical gases shall be retrieved into appropriate container for proper disposal.

**14.4 Proper Waste Handling**

- 14.4.1 All industrial wastes shall be properly handled, segregated to facilitate proper disposal.
- 14.4.2 Where the Contractors are unsure of the nature of the waste and means of disposal, advice shall be sought from the Site Representative.
- 14.4.3 All waste or debris is to be disposed off WRS worksite. Upon completion of the work, the Contractors shall ensure that the work area is kept clean.
- 14.4.4 All Contractors’ assigned areas must be kept neat, tidy and free of any pest infestation at all times.

**14.5 Housekeeping**

- 14.5.1 Contractor/Suppliers shall ensure that the WRS sites or workshop is kept clean and tidy all times and without causing any mosquito breeding.

**15. ACKNOWLEDGEMENT BEFORE COMMENCEMENT OF WORKS**

- 15.1 Contractors or its authorised representative are required to acknowledge receipt and acceptance of this “EHS Guidelines for Contractors” by signing and returning a copy of this document to WRS. No work shall commence prior to the receipt of the signed acknowledgement by WRS.
- 15.2 WRS also welcome any comments or feedback from Contractors on these guidelines.

Note: This guideline is applicable to the above-mentioned activities to be carried out in WRS’s premises.

I, \_\_\_\_\_ (Name) authorised to sign for and on behalf of \_\_\_\_\_ (Company’s name) acknowledge and agree to the obligations under this document.

Signature

Date