WWFS PROCUREMENT TERMS AND CONDITIONS ("TERMS AND CONDITIONS")
November 2025

1. DEFINITIONS AND INTERPRETATION

1.1. Defined Terms

a) "**Agreement**" means the executed Purchase Order ("**PO**") and these Terms and Conditions, collectively.

b) "**Affiliate**" means any entity which directly or indirectly, Controls, is Controlled by, or is under common Control with, a Party. For the purpose of this definition, "Control" means possession, direct or indirect, of the power to direct the management and policies of the controlled entity, whether through the ownership of voting securities, by contract or otherwise. "Controlled by" and "under common Control" are construed accordingly.

c) "**Applicable Law**" means all laws, regulations, and guidelines in force in Singapore relevant to the subject matter of this Agreement.

d) "**Business Day**" means any day other than Saturday, Sunday or a public holiday in Singapore.

e) "**Charges**" means the amount payable by the Customer to the Supplier for the proper provision and/or performance of the Deliverables as set out in the PO;

f) "**Customer**" means WWF-World Wide Fund for Nature (Singapore) Limited (UEN: 200602275E).

g) "**Customer Policies**" means any and all policies maintained and as updated from time to time by the Customer in connection with its business that it may notify to the Supplier including for the avoidance of doubt, the WWFS Policies (as defined in Clause 15.2).

h) "**Defect**" means any non-conformity with agreed quality, performance, or condition.

i) "**Defect Liability Period**" means the period commencing from the date the relevant Deliverables are accepted in writing by the Customer and continuing for a duration of twelve (12) months thereafter, unless otherwise specified in the PO or this Agreement.

j) "**Deliverables**" means the Goods and/or Services described in the PO to be supplied by the Supplier to the Customer.

k) **"Delivery Date"** means the date specified on which the Deliverables are due, as stated in the PO.

l) "**Effective Date**" means the date on which this Agreement is signed by the last Party to do so, unless otherwise stated in the PO.

m) **"Force Majeure Event"** means an event beyond a party's reasonable control which prevents or delays performance of its obligations under the Agreement, excluding labour disputes and subcontractor failure.

n) "**Good Industry Practice**" means the degree of skill, care, and diligence expected of a competent supplier in the relevant field.

o) "**Goods**" means the physical items to be delivered by the Supplier under this Agreement.

p) "**Intellectual Property Rights**" or "**IPR**" means all patents, copyrights, trademarks, trade secrets, design rights, and all other intellectual property rights whether registered or unregistered, including any applications for the same, and all rights to sue for past infringement.

q) **"Parties**" means the Customer and the Supplier.

r) "**Personal Data**" has the meaning ascribed to it in the Singapore Personal Data Protection Act 2012 and all subsidiary legislation related thereto.

s) "**Service Levels**" means the minimum performance or quality standards for Services set out in the PO, if any.

t) "**Services**" means specifically the non-tangible Deliverables performed under this Agreement and as described in the PO.

u) "**Site**" means the location specified in the PO for delivery or performance of the Deliverables.

v) "**Specifications**" means any technical and/or functional specifications for the Deliverables as set out in the PO.

w) **"Standards"** means all industry standards or regulations applicable to the supply, delivery, installation and/or maintenance (as applicable) of the Deliverables.

x) **"Supplier"** means the party providing the Deliverables under this Agreement and as set out in the PO.

y) "**Term**" means the period commencing on the Effective Date and continuing until the Supplier's obligations under this Agreement have been fully performed, or until this Agreement is otherwise terminated in accordance with its terms.

2. PURCHASE ORDER AND DELIVERABLES

2.1. The PO sets out the Deliverables that the Supplier shall provide in accordance with the applicable Standards, Specifications, Service Levels, Good Industry Practice, Applicable Law, the Delivery Date(s), and all other terms set out in this Agreement.

2.2. The Supplier shall take all necessary steps to ensure that the performance of its obligations under this Agreement does not cause itself, its personnel and the Customer to breach any Applicable Laws or Customer Policies.

2.3. In the event of any inconsistency between the PO and these Terms and Conditions, the order of precedence shall be: (a) the provisions of the PO; (b) these Terms and Conditions; and then (c) any other referenced documents or annexes.

3. DELIVERY, INSPECTION AND REJECTION

3.1. The Supplier shall deliver the Deliverables on the Delivery Date(s) specified in the PO, to the Site(s) stated, in good condition and in accordance with this Agreement.

3.2. The Customer shall be entitled to reject any Deliverables that do not conform to this Agreement, including but not limited to Defects, failure to meet Specifications, incomplete delivery, or delivery not made on time. Rejected Deliverables may be returned to the Supplier at the Supplier's cost and risk.

3.3. Where Deliverables are rejected, the Supplier shall promptly re-perform or re-deliver the relevant Deliverables at no additional cost to the Customer, and in accordance with this Agreement.

4. SUPPLIER PERSONNEL AND SITE ACCESS

4.1. The Supplier shall ensure that all of its personnel engaged in connection with this Agreement:

a) are suitably skilled, qualified, and experienced, and shall perform their duties at all times in accordance with Good Industry Practice and all applicable Customer Policies;
b) comply with this Agreement and any Customer Policies notified to the Supplier, and shall not act in any way that causes or is likely to cause the Supplier to be in breach of its obligations under this Agreement.

4.2. The Supplier shall ensure that its personnel accessing any Site do so at their own risk and shall be fully responsible for their conduct while on the Site. The Supplier shall further ensure that all such personnel are adequately insured in accordance with industry standards and Applicable Law.

4.3. The Customer reserves the right to request the immediate removal or replacement of any Supplier personnel whose conduct, performance, or qualifications are unsatisfactory, inappropriate, or in breach of Applicable Law or Customer policy.

5. DEFECT LIABILITY PERIOD

5.1. The Supplier warrants and represents to the Customer that each item of the Goods shall be free from any Defect during the Defect Liability Period, and shall conform to the agreed Specifications and applicable Standards.

5.2. The Customer may, at any time during the Defect Liability Period, issue a written defects notice to the Supplier where it detects or suspects that a Defect may exist. Upon such notice, the Supplier shall, at its own cost and without undue delay, repair or replace the affected Deliverables, or if such remedy is not reasonably practicable, provide a full refund of the amounts paid in respect of the affected Deliverables.

6. PAYMENT TERMS

6.1. Subject to the Supplier's proper performance of its obligations under this Agreement, the Customer shall pay the Charges in accordance with any payment schedule set out in or attached to the PO, and subject to the provisions of this Clause 6.

6.2. The Supplier shall issue an itemised invoice to the Customer in respect of the PO. The Customer shall only be required to pay invoices that conform to its invoicing requirements, including those notified to the Supplier from time to time.

6.3. Each accurate and undisputed invoice made in accordance with Clause 6.2 shall be payable by the Customer within **thirty (30) Business Days** of the date the corresponding Deliverables are accepted in writing by the Customer.

6.4. The Customer shall not be required to pay any disputed invoice or amount unless and until the dispute has been resolved and the Parties have agreed that the disputed amount is validly due.

6.5. Unless expressly stated otherwise, all Charges and other amounts under this Agreement are inclusive of all taxes other than GST.

7. TITLE AND RISK

7.1. Title to each item of Goods shall pass to the Customer and become its absolute, unencumbered property upon the Customer's written acceptance of those Goods.

7.2. The Supplier shall bear all risk of loss or damage to the Goods (or any part thereof) until they are delivered to the Site and accepted by the Customer. The Customer shall have no obligation to insure the Goods prior to the transfer of title.

8. INDEMNIFIED MATTERS

8.1. The Supplier shall fully indemnify and keep indemnified the Customer and its Affiliates from and against any and all losses, liabilities, damages, costs, or expenses (including legal fees on a solicitor-client basis) arising out of or in connection with:

a) any negligent act, omission, or willful misconduct by the Supplier or its personnel or subcontractors in connection with this Agreement;
b) any physical loss, damage, or destruction to property at any Site caused by the Supplier or its personnel;
c) any claim brought by a third party for actual or alleged infringement of IPR arising out of the Supplier's performance under or in connection with this Agreement;

9. LIABILITY

9.1. Nothing in this Agreement shall exclude or limit either Party's liability to the other in connection with:

a) death or personal injury caused by that Party's negligence or willful or reckless misconduct;
b) any fraud or fraudulent misrepresentation by that Party;
c) in the case of the Supplier, any breach of Clause 12 (Confidentiality & Data Protection and Intellectual Property).

9.2. Subject to Clause 9.1, the Supplier's total cumulative liability under this Agreement shall not exceed Charges over a 12 month period in aggregate for all claims.

9.3. No Party shall be liable for any delay or non-performance of its obligations under this Agreement where caused solely by a Force Majeure Event, provided that it has used reasonable efforts to mitigate the effects of such event.

10. INSURANCE

10.1. The Supplier shall, at its own cost, maintain insurance coverage, where applicable, with a reputable insurer throughout the Term and for a period of **one (1) year** thereafter. The insurance shall cover all insurable liabilities arising out of or in connection with this Agreement, including but not limited to:

a) commercial general liability insurance;
b) work injury compensation insurance in accordance with Applicable Law;
c) professional indemnity insurance (where Services are provided as part of the Deliverables); and
d) product liability insurance (where Goods are supplied as part of the Deliverables).

10.2. Upon request, the Supplier shall promptly provide the Customer with valid certificates of insurance, receipts for premium payment, and any other documentation the Customer may reasonably require.

11. TERMINATION RIGHTS

11.1. The Customer may terminate this Agreement at any time without cause by giving the Supplier not less than **thirty (30) days'** prior written notice of such termination.

11.2. Either Party may terminate this Agreement with immediate effect by written notice if the other Party:

a) commits a material breach of this Agreement, including a breach that is not remedied within thirty (30) days of written notice, or repeated minor breaches that collectively justify termination;
b) is affected by a Force Majeure Event that continues for more than thirty (30) Business Days;
c) becomes insolvent, ceases to carry on business, or is otherwise unable to fulfil its obligations under this Agreement; or
d) in the event Supplier breaches Clause 2.2 (compliance with Customer Policies and laws), or Clause 12 (Confidentiality & Data Protection and Intellectual Property).

12. CONFIDENTIALITY & DATA PROECTION & INTELLECTUAL PROPERTY RIGHTS

12.1. All information (whether written, oral, electronic, visual, or in any other form) disclosed by either Party in connection with this Agreement, whether or not it is marked or identified as confidential, shall be deemed "Confidential Information" and shall be treated as confidential by the receiving Party.

12.2. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was lawfully in the receiving Party's possession prior to disclosure by the disclosing Party; (c) is lawfully disclosed to the receiving Party by a third

party without restriction and without breach of any obligation of confidentiality; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information. The obligations of confidentiality shall survive the termination or expiry of this Agreement for a period of at least three (3) years.

12.3. In processing any Personal Data on behalf of the Customer, the Supplier shall:

a) process such Personal Data only on and in accordance with WWFS's documented instructions;
b) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure;
c) promptly and in any event within twenty-four (24) hours notify the Customer upon becoming aware of any actual or suspected Personal Data Breach;
d) provide reasonable assistance to the Customer to enable the Customer to comply with its obligations under the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore ("**PDPA**") and any other applicable data protection legislation;
e) delete or return all Personal Data (including copies) in its possession immediately upon termination of this Agreement or at the Customer's request; and
f) permit and contribute to audits conducted by the Customer or its designee to verify compliance with this Clause.

"**Personal Data**", "**process**", and "**Personal Data Breach**" have the meanings given in the PDPA.

12.4. Each Party shall retain ownership of all IPR it owned or developed prior to the Effective Date or independently of this Agreement. Nothing in this Agreement shall transfer any such IPR unless expressly stated.

12.5. Unless otherwise agreed in writing, the Supplier hereby grants to the Customer and its Affiliates a non-exclusive, perpetual, royalty-free, and irrevocable licence to use, copy, modify, and exploit any IPR owned by the Supplier to the extent necessary for the Customer to receive and make full use of the Deliverables.

12.6. All IPR in any Deliverables created specifically for and paid for by the Customer shall vest in the Customer upon creation or delivery, whichever is earlier. The Supplier irrevocably assigns (and shall procure the assignment of) all rights in the Deliverables to the Customer and will do all acts/execute documents needed to perfect that assignment. The Supplier waives (and shall procure the waiver of) moral rights to the fullest extent permitted by law and shall not use or disclose Deliverables except as necessary to perform this Agreement without the Customer's prior written consent.

15. GENERAL PROVISIONS

15.1. Entire Agreement. This Agreement sets forth the entire understanding between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral.

15.2. WWFS Policies. The Supplier shall comply with the Customer's WWFS policies, including but not limited to the WWF Non-Network Terms and Conditions, WWF Fraud, Corruption Prevention & Investigation Policy, the WWFS Commitment to Integrity and Good Conduct Policy, and the WWF Environmental and Social Safeguards Framework, where applicable, in

connection with the Deliverables under this Agreement as attached in Annex A and as may be updated from time to time and notified to the Supplier ("**WWF Policies**").

15.3. Use of Name or Marks. The Supplier shall not issue any publicity, press release, or make any public announcement relating to this Agreement, nor use the Customer's name, trademarks, or logos in any promotional materials, advertising, or marketing communications without the prior written approval of the Customer. Neither Party may use the name, nor any proprietary marks, of the other Party without the other Party's prior written approval.

15.4. Assignment. Except as expressly provided in this Agreement, neither Party may assign or transfer this Agreement as a whole, or any of its rights or obligations hereunder, without first obtaining the written consent of the other Party, such consent not to be unreasonably withheld or delayed.

15.5. Rights of third parties. A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 (Cap. 53B) or otherwise to enforce any term of this Agreement.

15.6. No agency or partnership. Nothing in this Agreement shall create or be deemed to create any partnership or joint venture, or the relationship of principal and agent between the Parties. Neither Party shall have the authority to make any representation or commitment, whether oral or otherwise, or to incur any liability, on behalf of the other Party.

15.7. Subcontracting. The Supplier shall not sub-contract the performance of any of its obligations under this Agreement without the prior written approval of the Customer.

15.8. Variations. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each Party's authorised representative.

15.9. Waiver. No failure to exercise, nor any delay in exercising, any right, power or remedy under this Agreement shall operate or be deemed a waiver of the same. Waivers must always be given in writing.

15.10. Severability. If any provision of this Agreement is determined to be invalid, illegal or void by any court or administrative body of competent jurisdiction then the rest of this Agreement shall remain in full force and effect.

15.11. Notices. Unless otherwise agreed, any notice or written communication (collectively the "**Notices**") from either Party to each other pursuant to the terms of this Agreement or in connection with this Agreement shall be in the English language and shall be delivered by hand or prepaid registered post or sent via email to the respective address specified below (or to such other address or email address as the intended recipient shall notify the other Party in writing):

If to Supplier

Address &
Email in
PO

If to the Customer

Attention: Jacintha Bai
Finance Director

Address: 354 Tanglin Road #02-11 Tanglin International Centre, Singapore 247672

Email: jbai@wwf.sg

All Notices shall be deemed received:

(c) in the case of email, upon completion of successful transmission, on the same business day if sent during normal business hours, or on the following business day if sent after normal business hours.

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

15.13. Dispute Resolution. Any dispute arising from or in connection with this Agreement, including any question regarding its existence, validity or termination, shall first be referred to the Parties' respective authorised senior management representatives of the Parties for amicable settlement through good faith negotiations.

Any dispute which cannot be so settled within thirty (30) days of referral shall be finally resolved by arbitration administered by the Singapore International Arbitration Centre (the "**SIAC**") in accordance with the Arbitration Rules of the SIAC for the time being in force, which rules are deemed to be incorporated by reference in this Clause 15.13. The seat of the arbitration shall be Singapore. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

15.14. Remedies. The Supplier acknowledges and agrees that, in the event of any breach or threatened breach of this Agreement, irreparable harm may be caused to the Customer for which monetary damages or legal remedies may be inadequate. The Customer therefore shall be entitled to seek immediate injunctive relief, specific performance, or other equitable remedies to prevent or curtail any actual or threatened breach of this Agreement, in addition to any other remedies available at law or in equity. All such remedies are cumulative and not exclusive of any other rights or remedies available to the Customer.

Annex A: WWF Policies

1. WWF Non-Network Network Terms and Conditions
2. WWF Fraud, Corruption Prevention & Investigation Policy
3. WWFS Network Commitment to Integrity and Good Conduct Policy
4. WWF Environmental and Social Safeguards Framework