LICENCE AGREEMENT

THIS AGREEMENT made on the day of two thousand and sixteen.

Between

SMRT TRAINS LTD (Company Registration Number: 198702333K), a company incorporated in Singapore and having its registered office at 251 North Bridge Road, Singapore 179102 (hereinafter called "the Licensor" which expression shall where the context so admits include its successors and assigns) of the one part.

And

XXX (Company Registration Number: XXX), a company registered in Singapore and having its registered office at XXX (hereinafter called "the Licensee") of the other part.

WHEREBY IT IS AGREED as follows: -

1. Definitions and Interpretations

1.1 Definition

In this Agreement the following words and expressions shall where the context so admits have the following meanings: -

"Accessways"	means those parts, areas and premises of and in the Station the use of which is necessary to obtain access to and egress from the Event Space or the Station, or those of them that afford reasonable access and egress thereto and therefrom as the Licensor may designate.
"Station"	means the MRT Station (s) as stated in Schedule A.
"Administration Fee"	means the amount as stated in Schedule A.
"Security Deposit"	means the amount as stated in Schedule A.
"Operation Hours"	means the hours as stated in Schedule A.
"Event"	means the Event as stated in Schedule A.
"Event Space"	means the area shown, for the purpose of identification only, edged in red, on the plan annexed as Annex A.
"Event Space Rules"	means the rules in the attached Appendix A entitled "TERMS AND CONDITIONS, Short Term License of Event Space" and "RULES AND REGULATIONS , Short Term License of Event Space"
"Licence Fee"	means the amount as stated in Schedule A.
"Licence Period"	means the period as stated in Schedule A.

1.2 In this Agreement unless there is something in the subject or context inconsistent therewith: -

(a) words importing the singular or plural number shall be deemed to include the plural or singular number respectively;

(b) words importing the masculine gender only shall include the feminine or neuter

SPECIMEN

gender and vice versa as the case may be;

(c) where two or more persons are included in the term "the Licensee" all covenants, conditions, stipulations and agreements shall be binding on them jointly and severally and shall also be binding on their executors, administrators and permitted assigns respectively jointly and severally; and

(d) words importing a person import also a firm, company and/or other entity.

1.3 Headings have been inserted for guidance only and shall not be deemed to define or limit the scope or intent of the sections or clauses hereof nor shall they in any way affect this Agreement.

2. The Licence

Subject to the terms of this Agreement and the Event Space Rules, the Licensor gives the Licensee the right, for the Licence Period and during the Operation Hours (in common with the Licensor and all others authorised by the Licensor), for the Licensee, its employees and agents to use the Event Space for the purposes set forth in **Schedule A** ("Permitted Use"). The Licensee is not conferred exclusive use or possession of the Event Space and the Licensor and all others authorised by the Licensor are entitled at any time to have free access to the Event Space.

3. Fitting Out Works

The Licensee, may in accordance with the consent of the Licensor and in accordance with the Event Space Rules, carry out Fitting-Out Works as may be consistent with and reasonably required by the Licensee for the Permitted Use, in or within the Event Space for the duration of the Licence Period.

4. Licensee's Undertakings

4.1 Administration Fee: The Administration Fee shall be payable by the Licensee upon execution of this Agreement.

4.2 Licence Fee: The Licensee shall pay the Licence Fee to the Licensor in advance simultaneously with the execution of this Agreement, in any event no later than seven (7) days prior to the commencement of the Event.

4.3 Taxes: The Licence Fee and other sums expressed to be payable by the Licensee under this agreement shall be exclusive of goods and services tax, and goods and services tax shall be separately chargeable to and paid by the Licensee.

4.4 Security Deposit:

(a) The Licensee shall pay the Security Deposit in cash to the Licensor upon execution of this Agreement as security for the due performance and observance of the undertakings, covenants, conditions, stipulations and agreements contained in this Agreement, and the Licensor may deduct from the Security Deposit any amount that is or may become due to the Licensor under this Agreement. The Security Deposit shall be repayable to the Licensee (without interest), less any amount deducted by the Licensor as aforesaid, within 30 days of the determination of the Licence Period or such longer period as may be necessary for the Licensor to determine whether the Licensee has duly performed and observed the undertakings, covenants, conditions, stipulations and agreements contained in this Agreement.

(b) If the Licensee shall commit a breach of any of the undertakings, covenants, conditions, stipulations and agreements contained in this Agreement, the Licensor shall be entitled but not obliged to apply the Security Deposit or any part thereof

SPECIMEN

towards payment of monies outstanding or making good any breach by the Licensee or to deduct from the Security Deposit the loss or expense to the Licensor occasioned by such breach but without prejudice to any other remedy which the Licensor may be entitled.

4.5 Yielding Up of Event Space: Upon the expiration or sooner determination of the Licence Period, the Licensee shall leave the Event Space in a clean and tidy condition free of the Licensee's structures, installations, furniture, equipment, goods, articles or chattels and restore and reinstate the Event Space to its original state and condition to the absolute satisfaction of the Licensor in accordance with the Event Space Rules.

4.6 Accessways: The Licensee must not obstruct the Accessways and/or Event Space, or make them dirty or untidy, or leave any rubbish in them which may restrict traffic flow and/or endanger commuter or public safety.

4.7 Damage: The Licensee shall ensure that the Licensee, its employees, servants, agents, contractors, licensees and invitees, and that further any activities carried on within or from the Event Space, shall not cause any harm or damage to any person or any harm or damage to the Station (including the Event Space) or to any property belonging to the Licensor or any other person or to the use or operation of the Station.

4.8 Nuisance: The Licensee must not use and must not permit or cause the Event Space or Station or the Accessways to be used in such a way as to cause any nuisance (including touting or soliciting alms), damage, disturbance, annoyance, inconvenience or interference to the use or operation of the Station, or to the Licensor, or to the occupiers or users of the Station. If after repeated warnings by the Licensor, the Licensee continues to cause any nuisance, then without prejudice to the Licensor's rights under clause 5.1, the Licensee shall pay such fine or penalty as may be imposed by the Licensor.

4.9 Safety: The Licensee shall:

(a) ensure proper safety and housekeeping at the Event Space to be carried out at all times;

(b) not permit hazardous, unsafe, unhealthy or environmentally unsound conditions or activities to be conducted at or around the Event Space and/or Station. If the Licensee becomes aware of any of the aforesaid conditions, it shall promptly take all necessary steps to eliminate, terminate, abate or rectify the conditions, and as soon as possible notify the Licensor of the same in writing and the remedial steps taken;

(c) comply with all the laws and regulations affecting health, safety, and environment at the Event Space and/or Station;

(d) comply with any and all directions of the Licensor relating to issues or breaches of health and safety.

4.10 Rules and Regulations: The Licensee must observe the Event Space Rules and all rules and regulations which the Licensor may, from time to time, issue or notify to the Licensee, governing the Licensee's use of the Event Space. The Licensee agrees that any failure on its part to comply with any of these said rules and regulations shall constitute a breach of the terms of this Agreement in the same manner as if the said rules and regulations were contained herein as covenants of the Licensee made in favour of the Licensor.

4.11 Indemnity: The Licensee shall indemnify the Licensor, and keep the Licensor indemnified, against all losses, claims, demands, actions, proceedings, damages, fines, costs or expenses or other liability which the Licensor may at any time suffer or incur or which may be asserted against the Licensor by any person as a result of :

(a) any breach by the Licensee of the terms contained in this Agreement;

SPECIMEN

(b) any exercise or purported exercise by the Licensee of any of the rights given in this Agreement;

(c) any negligence, breach of statutory duty, wrongful act or default on the part of the Licensee, its employees, agents, contractors, licensees or invitees;

(d) any event, incident or happening arising within or from the Event Space or the use or occupation of the Event Space or the conduct of any activities therein; or

(e) any matter arising out of this Agreement,

except where attributable to any breach of this Agreement by the Licensor or the wilful or gross negligence of the Licensor, or where death or personal injury results from the negligence of the Licensor.

4.12 Insurance: The Licensee shall:

(a) Effect and keep effected in respect of the Event Space at all times during the continuance of this Agreement a comprehensive general liability insurance policy against claims for personal injury, death or property damage or loss in such amount as may be reasonably required by the Licensor from time to time.

(b) Produce copies of such insurance policies to the Licensor prior to the Event and if so required by the Licensor, copies of all renewal certificates thereafter.

(c) Not at any time during the term do or permit or suffer to be done any act matter or thing upon the Event Space whereby any insurances in respect thereof may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased.

(d) Ensure all policies of insurance liable or required to be effected by the Licensee hereunder whether in respect of the Event Space or risk either of the Licensor or the Licensee shall be taken out with an Insurance Officer or Company approved by the Licensor.

4.13 General: The Licensee shall:

(a) not use the Event Space or any part thereof otherwise than for the Permitted Use and shall only use and only have access to the same during the Operation Hours;

(b) not do or permit or cause anything to be done that may :

(i) injure the reputation of the Licensor;

(ii) be in breach any laws or the regulations or directions of any relevant authority;

(iii) imperil or cause the Licensor to be in breach of any agreement, rights or arrangements (contractual or otherwise) granted to or subsisting in favour of the Licensor for the use or operation of the Station; or adversely affect, render void or voidable, or do any act or thing which may give rise to any increase in the premiums payable on any insurance that may have been effected by the Licensor in respect of the Station or relating to incidents arising thereat or the conduct of activities therein; or

(iv) impede the Licensor, its employees, servants, agents and/or contractors in the exercise of the Licensor's rights of possession and control over the Station and every part of the Station;

(c) Submit to the Licensor for approval a complete list of the vendors and the proposed trades that the vendors would be engaged in during the License Period.

SPECIMEN

(d) provide for the efficient supervision of the Event Space and for the safe and lawful conduct of all activities that may be conducted at or within it and for the preservation of good order; and

(e) give to the Licensor prompt notice in writing of any accident or defect in the Event Space and of any circumstances likely to cause any danger, risk or hazard to the Event Space, the Station or any person or property therein.

5. General Provisions

5.1 Determination: The rights granted in Clause 2 shall terminate: -

(a) at the expiry of the Licence Period; or

(b) forthwith, in the event that the Licensee fails to abide by or breaches the terms and conditions herein and any amendments thereto made by the Licensor from time to time and/or if the Licensee is in breach of any competent authorities' rules, directions, instructions or regulations;

Upon such termination pursuant to this Clause 5.1(b), the Licensee shall immediately vacate and deliver possession of the Event Space to the Licensor and Clause 4.5 shall apply. The Security Deposit paid by the Licensee shall, notwithstanding Clause 4.4, be wholly forfeited by the Licensor without incurring liability and without prejudice to any rights and remedies that the Licensor may have.

Determination of the rights granted in Clause 2 pursuant to this Clause 5.1 or otherwise howsoever arising, is without prejudice to any rights and remedies that the Licensor may for any accrued breach of this Agreement on the part of the Licensee, or to any provisions expressly or implicitly intended by the parties to survive determination (including Clause 4.5).

5.2 No Warranty as to Suitability: The Licensor does not expressly or impliedly warrant that the Event Space is now or will remain suitable or adequate for the Permitted Use and all warranties (if any) as to the suitability or adequacy of the Event Space implied by law are hereby expressly negatived.

5.3 Liability Excluded: Notwithstanding anything contained in this Agreement and except in respect of death or personal injury caused by the Licensor's negligence:

(a) the entire liability of the Licensor arising out of or in connection with any breach of this Agreement, or in tort (including negligence) or breach of statutory duties, or the state, condition or use of the Event Space, or any other legal theory whatsoever, shall not in any event exceed the Licence Fee; and

(b) the Licensor shall not be liable to the Licensee for any damage, loss, claim, expense, cost or liability of an indirect, special or consequential nature that may be incurred or suffered by the Licensee or that may be asserted against the Licensee howsoever arising including that caused by or in connection with any breach of this Agreement or any breach of statutory duties or any negligence on the part of the Licensor, its employees, servants, agents and/or contractors, or by or in connection with any other wrongful act or omission of the Licensor.

Without prejudice to the generality of the foregoing, the Licensee agrees that the Licensee shall take all necessary measures (including by the use of secure fastenings and/or by removing relevant items after the Operation Hours) to protect and keep safe all furniture, equipment, goods, articles or chattels of the Licensee (whether retained within or outside of the Event Space) and all other property of the Licensee from harm, damage, loss, theft or robbery. The Licensor shall not, under any circumstances whatsoever be responsible for any harm, damage, loss, theft or robbery in respect of any such items aforesaid, and notwithstanding that the Licensor may have access to the Event Space during and after the

SPECIMEN

Operation Hours, and the Licensee shall have access thereto only during the Operation Hours.

5.4 Licensor's Rights:

(a) Notwithstanding anything contained in this Agreement, the Licensor reserves the right at any time prior to the commencement of the Fitting-Out Works, to designate another space of comparable size and location within the Station in place of the Event Space. The terms and conditions of this Agreement shall have effect in relation to such other space.

(b) The Licensor shall have the right at any time to change the arrangement, and/or location of entrances, passage-ways, doors, doorways, partitions, corridors, landings, staircases, lobbies, lifts, toilets, Accessways or other public parts of the Station, or any service, or apparatus serving the Station and to change the name, number or designation by which the Station is known.

(c) If at any time during the Licence Period: - (a) the Licensor undertakes any construction works (including addition or alteration works) in the Station or (b) any competent authority shall deem the Station or any part thereof as dangerous or unfit for occupation and the Station or any unauthorised structures, alterations and erections have to be pulled down or if the competent authority shall make a demolition order which shall become operative in respect of the Station or any part thereof or an order in respect of a part of the Station or a clearance order affecting the whole or any part thereof or if by reason of any order made pursuant to statute or statutory instrument (including rules and regulations), the Licensee shall be prevented from using the Event Space for the purpose permitted under the terms of this Agreement for any period, the licence hereby created shall at the option of the Licensor cease as from the date of written notice served by the Licensor PROVIDED ALWAYS that the Licensor shall not be liable to pay any compensation in respect of any interruption of occupation or other loss or damage whatsoever and howsoever caused by such demolition closing or clearance order.

(d) If the Licensor decides to carry out any repair, refurbishment or renovation works or any alterations or additions to the Licensed Premises for any reason whatsoever (whether at the request of the Land Transport Authority or otherwise) as shall affect the Licensed Premises or any part thereof, the Licensor may terminate this Agreement by giving two (2) weeks' notice to the Licensee. Upon expiry of the two (2) weeks' notice, this Agreement shall be terminated without prejudice to the rights of either party in respect of the antecedent breaches of the other. For the avoidance of doubt, the Licensee agrees that the Licensor shall not be liable to the Licensee for any costs or damages incurred or suffered by the Licensee as a result of termination by the Licensor under this sub-clause.

(e) Notwithstanding anything herein, the Licensor shall have the right to terminate this agreement by giving written notice to the Licensee. The Licensor shall not be liable to the Licensee for any costs or damages incurred or suffered by the Licensee as a result of termination under this sub-clause and the Licensor shall not be obliged to provide any reason whatsoever for such termination.

6. Miscellaneous

6.1 Assignment prohibited: Unless otherwise agreed to by the Licensor in writing, the benefit of this licence is personal to the Licensee and the Licensee shall not assign, sub-let, license or in any way dispose of or part with possession of the Event Space or any part thereof. Any sub-assignee or sub-licensee shall be subject to the written approval of the Licensor.

6.2 Notices: Any notice to the Licensee shall be sufficiently served if sent in writing to the Licensee's address abovewritten by registered post or left at the Licensee's last known address in Singapore and any notice to the Licensor shall be sufficiently served if sent in writing by registered post to the Licensor's place of business in Singapore and/or the

SMRT TRAINS LTD

SPECIMEN

Licensor's registered address.

6.3 Governing Law: The validity, construction, interpretation and enforcement of this Agreement and any document or agreement contemplated herein shall be governed by the laws of the Republic of Singapore.

6.4 Non-Merger: Notwithstanding anything contained in this Agreement, the obligations of the Licensee under this Agreement shall survive the determination of this Agreement whether by the effluxion of time or otherwise to the extent that such obligations shall not have been fulfilled by the Licensee prior to such determination.

6.5 Whole Agreement: Save for any rules and regulations issued by the Licensor as described in Clause 4.9, the covenants, conditions, stipulations, provisions, terms and agreements herein cover and comprise the whole of the agreement between the parties.

6.6 No Waiver: Any indulgence or extension of time granted by the Licensor to the Licensee and/or any oversight by the Licensor shall not operate as a waiver of the Licensor's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or non-performance of the Licensee's covenants, conditions, stipulations, and agreement herein contained or so as to defeat or affect in any way the rights of the Licensor herein in respect of any such continuing or subsequent default or breach or non-observance or non-performance.

6.7 Severability: If any one or more of the provisions contained in this Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.

6.8 Force Majeure: If the Event Space or any part thereof shall be damaged or destroyed by fire, act of God or any other cause so as to render the Event Space unfit for the Permitted Use, the Licensor shall be entitled to give notice of termination of the rights granted under Clause 2, whereupon the same shall terminate without any liability on the part of the Licensor. Such termination is however without prejudice to any rights and remedies of the Licensor with respect to any accrued breach of this Agreement on the part of the Licensee and any terms which are expressly or implicitly intended by the parties to survive such termination.

6.9 Contracts (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 (Cap 53B) to enforce any term of this Agreement.

6.10 Licenses, Permits and Warranties: Each of the parties hereby warrants that it has and is in compliance with all requisite legal governmental and corporate authority to enter into and perform its obligations under this Agreement.

SPECIMEN

APPENDIX A

TERMS AND CONDITIONS

Short Term Licence of Event Space
(Subject to Contract & Availability)

1. Notes

1.1. Weekdays denote Mondays through Thursdays.

1.2. Weekends denote Fridays through Sundays.

1.3. A minimum gross contract value of $700 is required.

2. Procedure for Documentation

2.1. The completed application form together with statutory operating licenses (refer to Para 5) for SMRT's consideration. This shall be submitted no later than 2 weeks prior to the commencement of the proposed event.

2.2. Application shall be subject to approval on the merits of concept, method of promotion amongst other criteria. SMRT reserves the right to reject the application without assigning any reason.

2.3. Upon approval of application, the Licensee shall sign and return the Licence Agreement within the stipulated timeframe and make full payment of the Licence Fee, Administration Fee and Security Deposit (Refer to Para 3), which shall be no later than 2 weeks prior to the commencement of event.

3. Schedule of Payments

Area	Security Deposit
15 sm and below	S$1,000
16 sm to 49 sm	S$2,000
50 sm to 99 sm	S$5,000
Above 100 sm	S$10,000

3.1. Administration Fee of $100 per booking shall be payable to "**The X Collective Pte. Ltd.**".

3.2. Subsequent to the execution of the relevant licence agreement between the licensor and licensee, should the Licensor agree to the Licensee's request for any change to the terms of such licence agreement or the change of party to such licence agreement, a processing fee ("Processing Fee") payable in accordance with the table shown below) will apply together with a Further Administration Fee of $100 for each change may be imposed by the Licensor and such Further Administration Fee and Processing Fee shall be due and payable by the Licensee within 7 days of notification from the Licensor.

Processing Fee Schedule:
< 1 week before event date: 40% of licence fee
< 2 weeks before event date: 30% of licence fee
< 3 weeks before event date: 20% of licence fee
≥ 3 week before event date: 10% of licence fee

3.3. The Licence Fee, Administration Fee, Processing Fee (if any) and Further Administration Fee (if any) are subject to GST at the prevailing rate.

4. Payment Terms

The Licence Fee and Security Deposit shall be made in favour of "**SMRT Trains Ltd**" (for events at MRT stations) or "**SMRT Buses Ltd**" (for events at bus interchanges).

5. Submission of Statutory Operating Licences

Copies of the following Statutory Operating Licences and lists of contractors (where applicable) shall be submitted to us no later than 1 week prior the commencement of event.

a) SCDF submission.
b) NEA licence
c) EMA licence
d) List of cleaning contractors and security companies (where applicable).
e) Copy of insurance policy
f) Any other operating licences.

6. Cancellation

6.1. Strictly no refund of Licence Fee, Administration Fee and Further Administration Fee (if any) for any cancellation.

6.2. Should the event be terminated by SMRT and/or LTA at any time prior or during the event, only the Licence Fee (and not the Administration Fee or any part thereof) shall be refunded on a pro-rated basis.

7. Operating Hours

1000 hours to 2200 hours daily or as specified in Schedule A.

8. Number of promoters

The number of Promoters permitted at the Event Space shall be as stated in Item 12 of Schedule A. PROVIDED ALWAYS THAT SMRT reserves the right at any time during the Licence to require the

SPECIMEN

Licensee to reduce the number of promoters permitted at the Event Space and the Licensee shall comply strictly with such requirements of SMRT and procure that the such number of promoters are removed from the Event Space.

They are not allowed to go beyond up to 2m from the event space to solicit for business.

Activities carried out shall not pose a fire hazard, cause any nuisance or obstruction to commuters or general public.

9. Display and Setup

9.1. All the advertising materials and setup should be placed within the leased area. Any space exceeded will be considered as a breach and we reserve the right to charge for additional space used.

9.2. Display and set up should be confined to the lease area and not obstructing the view to station, shop, information signs, the view of any CCTV cameras and fire protection system.

9.3. At the end of the event day, all display materials (eg. banners and brochures) shall be kept in the drawer and locked up.

RULES AND REGULATIONS

Short Term Licence of Event Space
(Subject to Contract & Availability)

The Licensee and all persons engaged by the Licensee during the Event shall at all times comply with all guidelines and instructions from the Licensor.

The Licensor reserves the right to immediately halt any activity which it deems necessary to do so, or to request the Licensee and all or any persons to immediately leave the Event Space if, in its opinion, any of the provisions herein have been breached, are breached or may be likely to be breached or if the Licensee or any person has created, is creating or may be likely to create nuisance or annoyance.

Unless the context requires otherwise, all capitalised words without definition shall have the meanings given to them in the Licence Agreement.

1. Combustible and Flammable Materials

1.1. Not to use combustible materials in the fixtures and fittings if the Event Space is located within the Station unless such materials are fire-rated and approved by the Licensor and the relevant competent authority.

1.2. To minimise use of combustible materials in the fixtures and fittings if the Event Space is located outside the Station.

1.3. Not to store combustible or flammable material within or in the vicinity of the Event Space or the Station (such as gas canisters, boxes or papers, etc.).

2. Submission of Plans

2.1. The Licensee shall submit detailed plans for the Licensor's approval at least fourteen (14) working days prior to the Event.

2.2. The Licensee shall submit a written and detailed description of:-

(a) the furniture, equipment, goods, articles or chattels and materials used which the Licensee proposes to place in or within the Event Space;

(b) drawings of (including dimensions in metres) and/or a plan showing the layout of, the various temporary structures and installations which the Licensee proposes to erect in or within the Event Space; and

(c) the extent of, any and all works which the Licensee proposes to undertake, including particulars of workmen, equipment and machinery intended to be brought on site.

2.3 The Licensee shall inform and seek the Licensor's prior written approval to any changes in promotional activities or programme, promotional products and installation of any materials or displays not reflected in the layout plans approved by the Licensor.

3. Operating Licenses, Approvals, Permits

The Licensee shall be responsible for obtaining all relevant permits, licenses and/or approvals (including any Public Entertainment License and Screening Rights) from the relevant authorities including but not limited to the Ministry of Environment, Ministry of Information and the Arts and the Fire Safety Bureau which may be required to carry out any of the activities contemplated herein including without limitation, carrying out the Fitting Out Works and operating the Event. Copies of these permits, licenses and approvals must be submitted to the Licensor at least one (1) days prior to the Event. The Licensee shall defend and indemnify the Licensor against any claims for or on account of infringements of any copyright or other intellectual property rights.

The Licensee shall comply with, and shall not contravene or commit any offences under any and all relevant laws, regulations, rules, guidelines and directives by any competent authority relating to the employment or use of employees, workers, helpers and any such other persons at the Licensed Premises. Such laws shall include but not be limited to the Immigration Act and the Employment of Foreign Workers Act. The Licensee shall defend and indemnify the Licensor against

SPECIMEN

any claims, proceedings or penalties levied or brought against the Licensor and/or any of its employees, directors or officers which are in connection with or arising from any contravention of such relevant laws, regulations, rules, guidelines and directives.

4. Fitting Out Works

4.1. The setting up of any staging, marquees, booths, backdrops, lighting fixtures, audio systems, equipment, machinery, furniture, goods, articles, chattels or any other ancillary equipment of any description brought to the Event Space by the Licensee or any person must be approved by the Licensor at least one (1) week prior to the Event.

4.2. Unless otherwise agreed in writing, the Fitting Out Works can only be carried out after the Licensor's approval.

4.3. Upon obtaining the approval of the Licensor, the Licensee shall, at its own cost and expense, carry out and complete the Fitting Out Works in a manner conforming strictly with the documents referred to in Rule 2.2 as duly approved by the Licensor. In carrying out the Fitting Out Works, the Licensee shall:-

(a) secure all approvals, licenses, certificates or permits ("relevant consents") which are required to be obtained or maintained in connection with the Fitting Out Works;

(b) provide adequate protection to the existing structures of the Station. The base of the structures must be padded so as to prevent scratching, staining or damage to the floors;

(c) ensure that the Fitting Out Works are carried out in compliance with any applicable rules and regulations as may be issued by the Licensor or any relevant authority from time to time;

(d) ensure that the Fitting Out Works are carried out in compliance with all relevant laws and regulations, all requirements of any relevant authorities and all terms and conditions of any relevant consents;

(e) ensure that the Fitting Out Works do not cause any harm or damage to any person or to any property of the Licensor or of any other person and do not cause any interference with or disturbance to the use or operation of the Station or the users or occupiers thereof;

(e) ensure that the Fitting Out Works are consistent with acceptable construction and other relevant practices (including those relating to safety); and

(g) ensure that the Fitting Out Works are expeditiously completed.

4.4. If the Event Space is within the concourse of the Station, the Licensee is permitted to carry out the Fitting Out Works only between the hours of 00:30 and 05:30. If the Event Space is outside the Station, subject to the Licensee affixing the appropriate signages, protective coverings and cordoning off the Event Space (if necessary or required by the Licensor), the Licensee shall be permitted to carry out the Fitting Out Works during the day.

4.5. Upon the completion of the Fitting-Out Works, the Licensee shall, at its own cost and expense: -

(a) remove all waste and debris from the Station; and

(b) make good any damage to the Event Space or the Station caused by the Licensee, its employees, servants, agents or contractors arising from the Fitting Out Works.

4.6. Any equipment, object or thing which may, in the opinion of the Licensor deface or damage any property of the Licensor, shall not be used in the Event Space.

4.7. All displays, fixtures & fittings for the Event are to be pre-fabricated and ready for installation.

4.8. Unsightly running of wires across the common area is strictly prohibited. All cables and wires must be neatly taped to the floor and preferably concealed by carpeting.

4.9. RCCB adaptor must be used before connecting any equipment to the power supply/switch socket outlet.

4.10. The Licensee is required to place floor covering over the entire Event Space using approved non-combustible materials.

5. Yielding-Up/Dismantling

5.1. The Licensee shall be fully responsible for dismantling all fixtures and fittings without damage to the Event Space or to the Station to the satisfaction of the Licensor. This shall be undertaken immediately after the Event and completed within one (1) day as per the hours and conditions stated in Rule 2.2 and Rule 4.4.

5.2. In the event of the Licensee's failure to comply with Rule 5.1 above, the Licensor shall be entitled and shall be deemed to be authorized by the Licensee to demolish, remove and/or otherwise dispose of all of the Licensee's structures, installations, furniture, equipment, goods, articles or chattels situated

SPECIMEN

in or within the Event Space or the Station in any manner which the Licensor deems fit and restore and reinstate the Event Space to its original state. Without prejudice to any other rights and remedies of the Licensor arising out the default of the Licensee, all costs and expenses incurred by the Licensor in effecting such demolishment, removal, disposal and/or works shall be due and payable by the Licensee to the Licensor upon demand and in this connection, the invoice of the Licensor as to the amount of costs and expenses incurred shall be conclusive and binding on the Licensee.

5.3. All floor stains and tear-down debris must be removed within the time frame specified in Rule 5.1 failing which the Licensor shall proceed with the removal and the total costs of such removal shall be borne by the Licensee.

6. Approved Trades and activities

6.1 Only events which do not require the stockpile of merchandise or goods are allowed to be undertaken by the Licensee during the Event.

6.2 The sale, distribution and/or display of pirated, anti-racial and/or pornographic products or materials are strictly prohibited.

6.3 Cooking, preparation of food and washing activities are not permitted.

6.4 Only pre-packed/ pre-cooked food obtained from licence sources are allowed to be sold.

6.5 Sale of home cooked food is strictly not permitted.

6.6 Food in display should be in proper showcases and properly covered.

6.7 Sale of combustible/ inflammable materials are strictly not permitted.

7. Relocation or Non-Provision of Event Space

7.1 The Licensor reserves the right to relocate the Licensee at any time, to other available Event Space in and around the Station before or during the Event.

7.2 In the event that the Licensee relocates at the Licensor's request, the Licensor may adjust the amount of Licence Fee payable. However, all costs and expenses incurred in connection with such relocation are to be borne by the Licensee.

7.3 If however, the Licensee is asked to relocate due to a breach of any the Licensee's undertakings, covenants and agreements of the Licence Agreement or the rules herein, then there will be no adjustment in the Licence Fee payable by the Licensor.

7.4 Without prejudice to Rules 7.1, 7.2 and 7.3, the Licensor's sole liability (if any) to the Licensee for not being able to provide the Event Space for the use as approved by the Licensor as a result of any decision, act or omission of the Licensor or the Land Transport Authority of Singapore, whether negligent or otherwise, (and through no fault of the Licensee), shall be to refund the Licence Fee (in part or in full), and/or the Deposit paid by the Licensee.

8. Use of Event Space

8.1. All fixtures and fittings, display structures and activities must be confined within the Event Space. The display and layout must not be too congested or obstruct the movement of commuters around the Event Space.

8.2. Unless prior written approval is obtained from the Licensor, all free standing displays, exhibition panels, fittings and screens to be erected, as part of the display must not exceed 1.6 metres in height, and all backdrop displays must not exceed 1.8 metres in height. Provided always that the Licensor must maintain a minimum distance of 600mm between each free standing display. In addition, all free standing displays, exhibition panels, fittings, screens and backdrops shall not obstruct the visibility of any of the existing tenants' signage, displays, entrances, exits, advertisements, etc.

8.3. Attention must be paid to the aesthetic appeal of the displays and fittings used at the Event Space. No shoddy fittings or displays will be allowed.

8.4. All audiovisual equipment used is subject to the Licensor's prior approval. The Licensor reserves the right to reject the use of audiovisuals if the material proposed is deemed to be unsuitable. The sound level of all audio equipment used in connection with

8.5. the Event is subject to the Licensor's monitoring.

8.6. Advertisements, signs, banners and placards of whatever nature, including parking and directional signs are not permitted in the Event Space without the approval and prior written consent from the Licensor or any other relevant authority. The Licensor reserves the right to remove at any time any sign placed within the Event Space with or without such approval. The Licensee shall indemnify the Licensor for all costs or expenses incurred in the storage and removal of the same.

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8.7. The Licensee shall remove and change all unauthorized displays, activities, structures within the time specified by the Licensor. Should there be any complaints received by the Licensor, the Licensee shall undertake to comply with the Licensor's instructions immediately.

8.8. Should the Licensee fail to remove or change all unauthorized displays, activities, structures within the time specified, the Licensor shall have the right to remove or change any such unauthorized displays, activities, structures without further reference to the Licensee and such removed items shall be returned to the Licensee after the completion of the Event. All costs incurred by the Licensor in connection with the storage or such removal shall be borne by the Licensee. The Licensor shall not be responsible for any loss or damage of the goods/items in the course of such removal or storage.

8.9. The Event shall be open to the public and no admission fee shall be levied.

8.10. All staff and employees of the Licensee in attendance shall be on their best behaviour at all times and be suitably attired. Overall organization of the Event must be conducted in a professional manner so as not to give cause for complaints and to ensure the image of the Licensor is not compromised.

9. Fire Safety Precautions

Fire extinguishers are required to be provided as per the guidelines or regulations from the Fire Safety Bureau and Licensor.

10. Security

The Licensor shall not be held liable for the security of the Event Space before, during & after the Event. The Licensee shall engage an appropriate number of Security Personnel and the particulars of the appointed security company must be submitted for the Licensor's approval at least one (1) week prior to the commencement of the Event.

11. Crowd Control

The Licensee is required to submit a proposal on crowd control to the Licensor for approval at least one (1) week prior to the commencement of the Event.

12. Garbage and Waste Disposal

12.1 The Licensee shall not throw or permit to be thrown dirt, rubbish, bags, boxes or waste material or other refuse in any part of the common area or the Station nor dispose of rubbish at the Station bin centre.

12.2 The Licensee shall keep the Event Space clean and free of litter and any debris at all times to the satisfaction of the Licensor. In that respect, the Licensee shall provide adequate dustbins, arrange for frequent garbage disposal and cleaning of the Event Space and pest control services at its own cost and expense.

12.3 All empty boxes and rubbish etc are to be cleared from the Event Space daily and removed or disposed off accordingly.

13. Power Supply

13.1 Power supply is provided by the Licensor unless specified by the Licensor. The Licensee shall not be permitted to tap electricity from any of the electrical switch rooms, distribution boards, power points or other electrical distribution outlets located at or around the Station premises;

13.2 The Licensee shall arrange for its own generator or power packs at its own cost and expense. The Licensee shall seek prior written approval from the Licensor on the location of the generator set. Generators must not be placed within a radius of 10 m from the edge of the MRT viaducts.

13.3 A Power Supply Charge of S$10 per day (subject to GST) shall be levied during the Licence Period.

14. Water Supply

The Licensee shall seek prior written approval for tap water supply from the public washrooms of the Station. A Water Supply Charge of S$10 per day (subject to GST) shall be levied during the Licence Period.

15. Telecommunication

No telecommunication lines are provided by the Licensor unless otherwise agreed in writing by the Licensor. The Licensee shall apply for activation of phone line(s).

16. First Aid

The Licensee shall set up its own first aid area within the Event Space.

17. Logistics

The Licensee shall be responsible for:

(a) the proper use and supervision on the use of the Event Space including the orderly and safe admission and departure of persons to and from the Event Space and the prompt, orderly and safe clearance of the Event Space in case of emergency or upon the request of the Licensor;

(b) all matters of safety in the Event Space and the preservation of good order and decency;

(c) ensuring that all persons remain within the boundaries of the area of the designated Event Space and behave in a responsible manner;

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(d) ensuring that all circulation passages within the Event Space are maintained and that there is no obstruction of any corridor, path or roadway giving access to or from the Event Space and that there is no interference with the commuter traffic flow to or from the Event Space during the whole time the Event Space is in use.

18. Consumption of Food and Drinks

18.1. No food and/or beverages are to be sold, distributed, provided or consumed in the Event Space located within the Station unless otherwise approved in writing by the Licensor.

18.2. If the Event Space is located outside the Station:

(a) Unless approved by the Licensor, no alcoholic beverages are to be consumed and/or provided or caused to be sold by the Licensee or any person unless all necessary permits have been obtained from the relevant authorities and a copy of such permit(s) is lodged with the Licensor at least one (1) week prior to the Event.

(b) If food is to be catered, the Licensor must be notified of the caterer, the proposed set-up plan for such catering, and the proposed access and egress routes to be used. This shall be submitted to the Licensor at least one (1) week prior to the Event.

19. Animals and Pets

Animals and pets are strictly prohibited in the Event Space.

20. Publicity and Promotional Materials

20.1. All publicity material undertaken by the Licensee making reference to "SMRT Trains Ltd", "SMRT", "MRT", or similar words shall be submitted to the Licensor for review and approval, at least one (1) month prior to the planned release or distribution of such material. If, in the opinion of the Licensor, any such material is not suitable for release or distribution, it shall not be used and must be destroyed immediately at the Licensee's expense, or else amended in strict compliance with the Licensor's directions or instructions.

20.2. The Licensee shall not sell, give, take, provide, propagate or promote in any way any items, programmes or beliefs, religious or otherwise, in the Event Space except with the prior consent of the Licensor and subject to such additional conditions as the Licensor may impose.

21. Particulars of Person-In-Charge

The Licensee shall designate and provide the name and contact details of the Person-In-Charge whom shall be contactable at all times throughout the Event in the format prescribed by the Licensor.

22. Change in trade activities/ subletting

22.1. Subletting is strictly prohibited unless with the approval of the licensor. Any request will have to be submitted to the Licensor in writing at least one (1) week in advance with the submission of vendor's name, trade description and duration.

23. Touting

The Licensee shall ensure and procure that all of its employees (the "Licensee Employees") assigned to the Event Space in the course of their duties must remain within the Standing Boundary (defined below). Touting (defined below) by any of the Licensee Employees are strictly prohibited. In the event, that any of the Licensee Employees breaches the Standing Boundary and/or the no Touting obligations stated above, the Licensor shall be entitled to exercise the following:

23.1 on the first offence, verbal warning(s) may be given by the Licensor to the Licensee or its representative;

23.2 on the second offence, the Licensor may issue an official warning letter (the "**Warning Letter**") to the Licensee and impose a fine of up to S$250 (the "**First Fine**"); or

23.3 on the third offence, or any subsequent offence and after the issuance of the Warning Letter, the Licensor shall have the right to immediately terminate the Licence Agreement and any Licence Fee paid in advance and the Security Deposit shall be forfeited absolutely by the Licensor and the Licensor shall be entitled to impose a further fine of $250 in addition to the First Fine imposed.

For the purposes of this Clause, (a) "**Touting**" means any Licensee Employees who, solicits to offer or loiters for the purpose of offering to the public his products or services to any one or more persons at the Station beyond the stipulated Standing Boundary (as defined below); and (b) "**Standing Boundary**" means the outer demarcation of the Event Space (more particularly described in Annex B).

24. Items Left Unattended

The Licensee shall ensure that no items are left unattended at the Event Space during the **non Operating Hours**. In the event, the Licensee breaches this obligation, the Licensor may terminate the Licence Agreement, forfeit any Licence Fee paid in advance and the Security

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Deposit and impose a fine up to 40% of the total Licence Fee and any costs and expenses in connection with the removal of the items incurred by the Licensor, shall be for the Licensee's account and any invoice provided by the Licensor shall be conclusive and binding upon the Licensee.

25. The Licensee shall ensure no items are left unattended at the Event Space during the **Operating Hours** of the Event. In the event the Licensee breaches this obligation, the Licensor may terminate this Licence Agreement, forfeit any Licence Fee paid in advance and the Security Deposit and impose a fine up to 40% of the total Licence Fee and any costs and expenses in connection with the removal of the items incurred by the Licensor, shall be for the Licensee's account and any invoice provided by the Licensor shall be conclusive and binding upon the Licensee.

26. Clauses 23, 24 and 25 shall not apply to any licence of the Event Space within the Dhoby Ghaut Xchange, Raffles Xchange and Tanjong Pagar Xchange.

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Schedule A

1.	Station(s):	Refer to Appendix 1
2.	Location:	Such areas of the Stations as for the purpose of identification only, on the plan attached as Annex A
3.	Event:	Refer to Appendix 1
4.	Licence Period:	Refer to Appendix 1
5.	Payment Schedule:	Refer to Appendix 1
6.	Fitting Out Period:	Between 0030 hours and 0530 hours on the first date of the Licence Period for each station.
7.	Yielding up/Dismantling:	Between 0030 hours and 0530 hours on the day after the last day of the Licence Period for each station.
8.	Operation Hours:	Refer to Appendix 1
9.	Electrical Point:	Refer to Appendix 1
10.	Data point:	Refer to Appendix 1
11.	Permitted Use:	The Licensee shall only use the Licensed Premises for XXX as stated in the application form approved by the Licensor.
12.	Number of Promoters:	Refer to Appendix 1
13.	Other Conditions:	a) The Licensee shall not disclose to any other person, any information relating to this agreement or use such information for any purpose other than the purpose of this agreement. b) The Licensee shall ensure that all event display items are set up and strictly within the boundary of the Event Space and shall not encroach on the surrounding premises outside the Event Space. In the event that the Licensee fails to comply with the aforementioned, after one (1) warning letter, the Landlord shall have the right to terminate this agreement by giving 24 hours notice, without Landlord incurring any liability. c) The Licensor reserves the right to terminate any event with immediate notice to the Licensee. The Licensor shall not be liable for any damage incurred by the Licensee thereafter.

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WITNESS WHEREOF the parties have executed this Agreement.

SIGNED by)
for and on behalf of)
LICENSOR)
In the presence of: -)

_____
Lilian Chin
Assistant General Manager
SMRT Properties (Lease Management)

_____
Name of Witness: Peggy Lim
Assistant Director,
SMRT Properties (Leasing & Retail)

SIGNED by)
for and on behalf of)
LICENSEE)
in the presence of: -)

_____

_____
Name of Witness:

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ANNEX A

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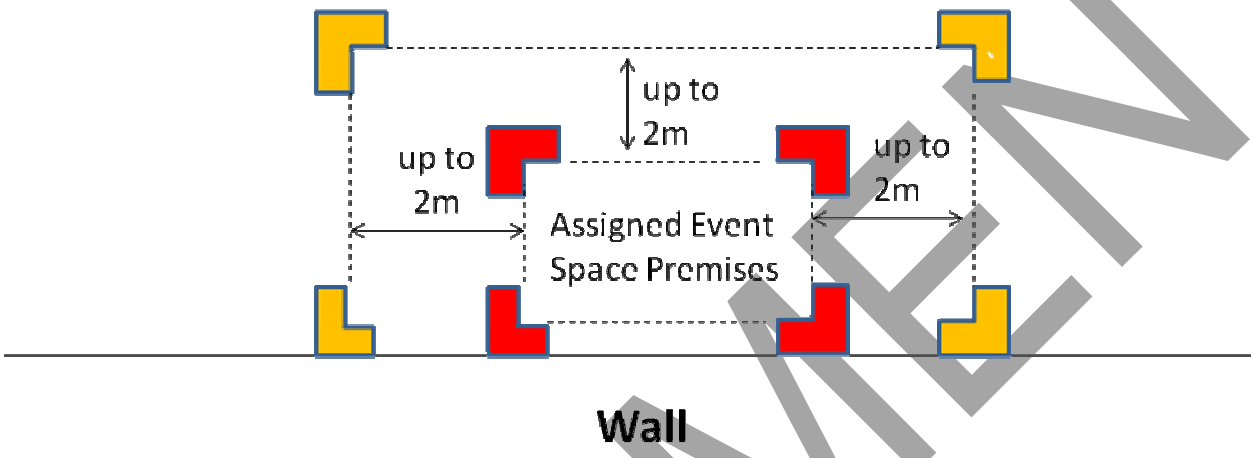
** Note: Floor plan is subject to changes*

ANNEX B

Orange sticker tape denotes **standing boundary** (up to 2m away from assigned event space premise)

Red sticker tape denotes assigned event space premise.



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