

LICENCE AGREEMENT STANDARD TERMS AND CONDITIONS

1. Definitions And Interpretation

1.1 The agreement between the Licensor and the Licensee with respect to the licence granted to the Licensee ("**Licence**") consists of these Standard Terms and Conditions ("**Standard Terms**") and any Additional Terms (as defined in Clause 1.2 below). The Standard Terms and the Additional Terms shall be referred to as the "**Agreed Terms**".

1.2 "**Additional Terms**" include the following: (1) all terms in the licence agreement (together with all clauses and schedules therein) signed between the Licensor and the Licensee in respect of the Licence ("**Licence Agreement**"); (2) the event specifications contained in the Licence Agreement; and (3) the Rules and Regulations, and all subsequent amendments made thereto. To the extent that the Additional Terms are inconsistent with the Standard Terms, the Additional Terms shall prevail.

1.3 The following words and expressions shall, unless the context otherwise requires, have the following meanings respectively:-

"**Additional Terms**" shall bear the meaning attributed to such term in Clause 1.2;

"**Agreed Terms**" shall bear the meaning attributed to such term in Clause 1.1;

"**Centre**" means the Suntec Singapore International Convention & Exhibition Centre;

"**Common Areas**" means the corridors, passageways, escalators, entrances, exits, lift lobbies, stairs, stairways, fire escapes within the Centre, the use of which is necessary for obtaining access to and egress from the Licence Area;

"**Conducting Media**" shall bear the meaning attributed to such term in Clause 10.1(b);

"**Event**" means the event/function (or any part of it) as described in Schedule 1 (Event Specifications) to the Licence Agreement;

"**Event Fee**" means the total fees comprising the Total Licence Fee in respect of the Licence Area(s), the Service Fees and the Rental Equipment Fees;

"**Event First Date**" shall bear the meaning attributed to such term in Item 2.5 of Schedule 1 (Event Specifications) to the Licence Agreement;

"**Event Last Date**" shall bear the meaning attributed to such term in Item 2.6 of Schedule 1 (Event Specifications) to the Licence Agreement;

"**Gebiz Event**" means any Singapore government or related event which is contracted to be held at the Centre through a tender or quotation process via the electronic portal at <http://www.gebiz.gov.sg>;

"**GST**" means goods and services tax charged under the Goods and Services Tax Act 1993, Chapter 117A of Singapore;

"**Licence**" shall bear the meaning attributed to such term in Clause 1.1;

"**Licence Agreement**" shall bear the meaning attributed to such term in Clause 1.2;

"**Licence Area**", "**the Licence Area**" and "**a Licence Area**" each means:

(a) (where there is more than one area subject to the Licence) each such area as described in Item(s) 4.1, 4.2 and/or 4.3 (as the case may be) of Schedule 4 (Details of Licence and Other Services) to the Licence Agreement, and "**Licence Area(s)**" means collectively all such areas; or

(b) (where there is only one area subject to the Licence) that area as described in Item 4.1, 4.2 or 4.3 (as the case may be) of Schedule 4 (Details of Licence and

Other Services) to the Licence Agreement, and "**Licence Area(s)**" means that area;

"**Licence Fee**" in respect of a Licence Area means the licence fee (plus any service charges, where applicable) as stated against or in respect of such Licence Area in Item(s) 4.1, 4.2 and/or 4.3 (as the case may be) of Schedule 4 (Details of Licence and Other Services) to the Licence Agreement, and "**Total Licence Fee**" means the total Licence Fee(s) in respect of the Licence Area(s);

"**Licence Hours**" in respect of a Licence Area means the hours during which the Licensee is permitted by the Licensor to enter, occupy and use such Licence Area;

"**Licence Period**" in respect of a Licence Area, means the period starting from the Start Date and Start Time, and ending on the End Date and End Time, as stated against such Licence Area in Item(s) 4.1, 4.2 and/or 4.3 (as the case may be) of Schedule 4 (Details of Licence and Other Services) to the Licence Agreement;

"**Licensee**" means the person or entity whose name, address and particulars are those stated in Part 1 of Schedule 1 (Event Specifications) to the Licence Agreement;

"**Licensor**" means Suntec Singapore International Convention & Exhibition Centre, its permitted assigns and successors in title;

"**Management Corporation**" means the Management Corporation Strata Title Plan No. 2197, constituted in respect of the Suntec development;

"**MC Rules**" shall bear the meaning attributed to such term in Clause 15.1;

"**Payment Schedule**" means the payment schedule as stated in Schedule 6 (Payment Schedule)¹ to the Licence Agreement;

"**Permitted Use**" shall bear the meaning attributed to such term in Clause 2.2;

"**Permitted Occupier**" shall bear the meaning attributed to such term in Clause 10.1(c);

"**Rental Equipment Fees**" means the total rental equipment fees stated in Item 4.6 of Schedule 4 (Details of Licence and Other Services) to the Licence Agreement;

"**Rules and Regulations**" means the rules and regulations relating to the use of the Centre for the time being in force and which may be prescribed and/or amended by the Licensor from time to time;

"**Security Deposit**" means the sum of money that is equivalent to five per cent (5%) of the Event Fee;

"**Services**" means the services described in Item 4.5 of Schedule 4 (Details of Licence and Other Services) to the Licence Agreement;

"**Service Fees**" means the total service fees stated in Item 4.5 of Schedule 4 (Details of Licence and Other Services) to the Licence Agreement;

"**Standard Terms**" shall bear the meaning attributed to such term in Clause 1.1;

"**Units**" means those parts of the Centre as divided into individual lots by the Licensor; and

"**Unit**" means any one of the Units.

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1.4 Any reference to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case, whether or not having separate legal personality) and any reference to the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.

1.5 Any reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended or re-enacted.

1.6 Any reference to a document including the Licence Agreement shall include such document as from time to time amended, supplemented or varied.

1.7 Any reference in these Standard Terms to "Clause" or "Clauses" are to the clause and clauses of these Standard Terms.

2. Grant Of Licence

2.1 The Licensor grants the Licensee a personal right to enter, occupy or use the Licence Area on a non-exclusive basis in accordance with the terms and conditions of the Agreed Terms, for the duration of the Licence Period in respect of such Licence Area.

2.2 The Licensee must not use the Licence Area for any purpose except for the purpose of holding the Event during the Licence Period in respect of such Licence Area ("Permitted Use").

2.3 The Licensee must not use the Licence Area for any dangerous, noisy or offensive trade or business nor for any illegal or immoral act or purpose.

2.4 Any change in the Permitted Use of the Licence Area, the Licence Hours and/or the Licence Period in respect of such Licence Area, shall be subject to prior written consent of the Licensor and other terms and conditions as the Licensor deems fit from time to time.

2.5 The Licensor reserves the right to refuse entry to or to immediately eject from the Centre any person whose presence is in the sole and absolute opinion of the Licensor undesirable and/or whose conduct is objectionable, disorderly or disruptive or in violation of any laws.

2.6 At the end of the Licence Period in respect of the Licence Area, the Licensee shall be responsible for ensuring that all rented items from the Licensor are restored to the same good order and condition as at the commencement of such Licence Period.

2.7 The Licensor accepts no responsibility for items brought into the Centre by the Licensee. Subject to the Licensor's prior written consent, such items may be stored at the Licensee's sole risk in the area(s) allotted to it and must be removed by the Event Last Date. The Licensor reserves the right to charge storage expenses for any items which have not been so removed and collected by the Event Last Date.

2.8 Nothing in the Agreed Terms shall create a tenancy or confer upon the Licensee an interest in the land on which the Licence Area is situated. The legal right to possession and control over the Licence Area remains vested in the Licensor throughout the Licence Period in respect of such Licence Area.

3. Event Fee, Security Deposit, Interest And Credit Card Payment

3.1 Event Fee

(a) The Licensee shall pay the Event Fee together with duties and taxes that may be imposed by the revenue authorities strictly in accordance with the time and manner set out in the Payment Schedule.

(b) Without limiting the generality of Clause 3.1(a), the Event Fee is exclusive of GST. All GST in respect of the Event Fee shall be borne and paid by the Licensee.

3.2 Security Deposit

(a) Unless otherwise agreed in writing by the Licensor, the Licensee shall pay to the Licensor the Security Deposit upon the execution of the Licence Agreement, as security for compliance by the Licensee of all the provisions in the Agreed Terms and to secure or indemnify the Licensor against (i) any loss or damage resulting from any default by the Licensee under the Agreed Terms and (ii) any claim by the Licensor at any time against the Licensee in relation to any matter arising out of or in connection with the Licence Area.

(b) If any default by the Licensee under the Agreed Terms occurs or there is any claim by the Licensor at any time against the Licensee in relation to any matter arising out of or in connection with the Licence Area, the Licensor is entitled (but not obliged) to apply the whole or part of the Security Deposit in or towards such claim, or to make good any loss or damage sustained by the Licensor as a result of that default and any expense incurred by the Licensor in making good the loss and damage, in any manner as may be prescribed by the Licensor.

(c) The Security Deposit shall be refunded to the Licensee, free of interest, within thirty (30) days from (i) the date of the termination of the Licence Agreement pursuant to Clause 19 or 22 (subject to the terms therein) or (ii) the Event Last Date, subject to the deduction by the Licensor of such sum(s) expended by the Licensor in rectifying or remedying any defect to the Licence Area caused by the Licensee or arising out of the default by the Licensee in observing or complying with any term, condition or undertaking (on the part of the Licensee to be observed and complied with) under the Agreed Terms or any claim by the Licensor in connection in relation to any matter arising out of or in connection with the Licence Area.

(d) The Licensee must not set-off any part of the Security Deposit against any Event Fee, or other sums owing to the Licensor.

(e) The rights of the Licensor under this Clause 3.2 are in addition to and will not affect the other rights of the Licensor under the Agreed Terms.

3.3 Interest

The Licensee shall pay interest on any monies due and unpaid under the Agreed Terms at the rate equivalent to 3% per annum above the then existing prime lending rate from time to time of the Standard Chartered Bank Singapore calculated on a daily basis and on the basis of a 360 days year from the due date to the date of payment (as well after as before judgement).

3.4 Without prejudice to Clause 3.3, the Licensor may:

(a) at any time take possession of any property or thing of the Licensee in the possession of the Licensor until such sum is paid in full and if payment is not made within fourteen (14) days after the Licensor so takes possession the Licensor may sell any such property or thing;

(b) the proceeds of sale of such property may be applied (after deduction of the costs of taking possession, storage and sale) in payment of such sum due and owing; and

(c) the Licensee shall have no claim whatsoever against the Licensor whether in respect of the taking of possession of the property or thing or of the manner and conduct of the storage or of the sale and PROVIDED FURTHER THAT if the proceeds of sale are not sufficient to pay such sums and costs the Licensee shall remain liable for any balance unpaid.

3.5 Subject always to the Licensor's sole and absolute discretion, credit card payments by approved major credit card(s) may be accepted. An administrative fee of 3% will be charged for any