

# 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, the Media 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;

"**Media**" refers to the designated media space/item(s) at the Centre, as more particularly described in item 4.4 of Schedule 4 (Details of Licence and Other Services);

"**Media Fees**" means the price payable for use of the Media, as stated in item 4.4 of Schedule 4 (Details of Licence and Other Services);

"**Payment Schedule**" means the payment schedule as stated in Schedule 6 (Payment Schedule)<sup>1</sup> 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

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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;

**"Unit"** means any one of the Units; and

**"working day"** means a day (excluding Saturday, Sunday and public holiday) on which the banks are open for general business in Singapore.

**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 (If applicable)

(a) Upon the Licensor's request, the Licensee shall forthwith pay to the Licensor the Security Deposit in the manner set out in the Payment Schedule, 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

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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 United Overseas Bank 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 credit card payment(s) collectively exceeding the first \$20,000.00 per event.

### 3.6 The Licensee must pay to the Licensor promptly as and when due, without demand, deduction, set-off, or counterclaim, all sums due and payable by the Licensee to the Licensor under the Agreed Terms. The Licensee must not exercise any right or claim to withhold the Event Fee or any right or claim to legal or equitable set-off.

## 4. Name/Logo Control

### 4.1 During the continuance of the Licence Agreement, the Licensor shall permit the Licensee to use the Licensor's name, trademark(s) or logos, in the version officially approved by the Licensor, in any of the Licensee's publications promoting or otherwise describing the Event.

### 4.2 Except as provided in Clause 4.1, the Licensee shall have no right to use the Licensor's name, trademark(s)

or logos and the Licensee acknowledges that all intellectual property and proprietary rights in the Licensor's name trademark(s) and logos are, and shall remain, vested solely in the Licensor.

### 4.3 Nothing in this Clause 4 shall prevent the Licensor from having the right to name or to change the name of the Centre at any time, or granting the right to use the Licensor's name, trademark(s) or logos to any person.

### 4.4 At the date of the termination of the Licence Agreement or immediately after the Event Last Date (whichever is earlier), the Licensee must immediately take steps to cease any use of the Licensor's name, trademark(s) or logos.

## 5. Public Ticketed Events

### 5.1 For any ticketed Event, the Licensee shall:

- (a) hire the Licensor's appointed ticketing system and if so required by the Licensor, such personnel designated by the Licensor to operate the ticketing system; and
- (b) the Licensee shall not engage other means for tickets selling and distribution without the prior written consent of the Licensor.

## 6. Souvenir, Novelty And Concession Items

### 6.1 The Licensee shall first obtain the written consent of the Licensor and/or all required governmental department's or authority's approval prior to any sale of exhibits, souvenir, novelty and concession items and it shall be the Licensee's sole responsibility to obtain such necessary approval or consent.

## 7. Broadcast And Recording Rights

### 7.1 The broadcasting, telecasting, videotaping, recording or transcription activity, whether visual or audio, for the purpose of commercial gain or profit is subject to the prior approval of the Licensor. The Licensor reserves the right to charge such fees as it deems fit and impose any other condition on the same from time to time.

## 8. Crowd Management And Emergency Procedures

8.1 The Licensee shall at its own cost and expense observe and comply with the Centre's prevailing crowd management procedures, emergency procedures and evacuation plans in force from time to time and shall be responsible for making and providing its own security arrangements.

## 9. Insurance

### 9.1 For the purpose of the Event, the Licensee shall at its own cost and expense maintain and/or cause to be maintained insurance policy(ies) with an insurance company duly licensed in Singapore or an international insurance company acceptable to the Licensor and the policy(ies) must provide for:

- (a) damage to or loss of property;
- (b) comprehensive general public liability in the sum of not

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less than S\$1,000,000.00 for each and every claim, providing coverage against claims for bodily injury, death, property damage or loss occurring in or upon or resulting from the organisation or holding of the Event, or arising out of the provision of any service by the Licensor and such other insurances that the Licensor may in its sole and absolute discretion require; and

- (c) nominate the Licensor as an insured.

### 9.2 The policy(ies) must include:

- (a) a provision for waiver of subrogation against the Licensor;
- (b) a provision that the liability of the insurer to pay under such policy must not be affected by the act, default, omission or negligence of any party to such policy;
- (c) the legal liability of the Licensee for loss or damage to the Licence Area (including all fixtures and fittings in it), by the deletion from the policy of the relevant exclusion relating to the property in the care, custody or control of the Licensee or any employee of the Licensee; and
- (d) a cross liability provision so that each of the Licensor and the Licensee shall be considered a separate and distinct person and all references to "insured persons" (or such similar term) under the policy shall be considered as applying to each of the Licensor and the Licensee in the same manner as if a separate policy had been issued to each of them.

### 9.3 The Licensee must give the Licensor satisfactory documentary evidence of the policy(ies) and the receipt for the premium paid in respect of the policy(ies) at any time immediately on demand.

## 10. Repair

### 10.1 The Licensee must:

- (a) keep the Licence Area clean and tidy;
- (b) keep the Licence Area, including all fixtures and fittings in it and the drains, sewers, conduits, flues, risers, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires and mains ("Conducting Media") in and serving the Licence Area, in good and tenable repair and condition (except for fair wear and tear); and
- (c) immediately make good, to the satisfaction of the Licensor, any damage caused to the Licence Area (including the Licensor's fixtures and fittings in it) or any other part of the Centre by the Licensee, its employees, agents, independent contractors or any person on the Licence Area for any period expressly or by implication with the Licensee's authority ("Permitted Occupier").

## 11. Alterations

### 11.1 The Licensee must not:

- (a) make any alterations or additions to or affecting the structure of the Licence Area; or
- (b) carry out works involving the hacking of the floors or the structural columns and beams of the Licence Area,

unless such works are approved in writing by the Licensor, which approval may be withheld at its sole and absolute discretion.

### 11.2 Any approved alterations and additions must be carried out by the Licensee at its own cost and expense.

**11.3** The Licensee must give plans and specifications for the proposed alterations or additions to the Licensor for approval before the Licensee gives them to the relevant authorities for their approval. The Licensor is entitled to appoint consultants to advise on the plans and specifications. If consultants are appointed, the Licensee must pay to the Licensor immediately on demand, the fees charged by the Licensor's consultants for advising on the plans and specifications.

**11.4** The approval of the relevant authorities must be applied for and obtained by the Licensee at its own cost and expense.

**11.5** All alterations and additions must only be done by a contractor nominated and appointed by the Licensee and approved by the Licensor.

**11.6** The Licensee must carry out and complete all alterations and additions to the Licence Area:

- (a) in accordance with the plans and specifications approved by the Licensor, (if appointed) the Licensor's consultants and the relevant authorities;
- (b) in a good and workmanlike manner; and
- (c) in compliance with any present or future requirement of statute (including subsidiary legislation) or common law and all requirements of the relevant authority(ies) in force at the moment.

## 12. Licensor's right to deal with the Centre

### 12.1 The Licensee must not:

- (a) enforce or interfere with any agreement between the Licensor and others relating to other parts of the Centre let or licensed by the Licensor to others;
- (b) limit or affect the right of the Licensor to (1) deal with other premises in the Centre and (2) impose and vary the terms and conditions in respect of such dealing in any manner which the Licensor thinks is appropriate; or
- (c) impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Centre and every part thereof.

**12.2** If the Licensor wishes to (1) redevelop, renovate, retrofit, refurbish or alter the whole or part of the Centre or the whole or part of the Licence Area or (2) change the use of the whole or part of the Centre or the whole or part of the Licence Area, the Licensor may at its sole and absolute discretion, either (a) revoke or terminate the Licence Agreement upon giving the requisite written notice pursuant to Clause 19.1 and Clauses 22.3, 22.5 and 22.6 shall (to the extent applicable) apply mutatis mutandis with respect to such termination or (b) carry out the relevant works during the Event so long as proper means of access to and from the Licence Area are given (even if such may be temporarily restricted) and essential services are maintained at all times.

## 13. Licensee's Warranties

**13.1** Without prejudice to any other provisions in the Agreed Terms, the Licensee warrants to and for the benefit of the Licensor that:

- (a) it has the power to enter into, exercise its rights under

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- and perform and comply with its obligations under the Agreed Terms;
- (b) it has the power and authority to hold the proposed Event and carry out the activities which are proposed to be carried out at the Event;
  - (c) all action, conditions, consents and things required to be taken, fulfilled and done in order:
    - (i) to enable it lawfully to enter into, exercise its rights under and perform and comply with its obligations under the Agreed Terms;
    - (ii) to ensure that those obligations are legally binding and enforceable; and
    - (iii) to make the Agreed Terms admissible in evidence in the courts of Singapore,
 have been taken, fulfilled and done;
  - (d) all necessary consents, including (but not limited to) consents from the relevant authorities, franchise owners, trademark and copyright proprietors have been obtained and are valid to enable it to hold the proposed Event;
  - (e) no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used, nor will the name of any entity protected by trademark be reproduced or used during the Event unless the Licensee has obtained prior written permission from copyright owner(s) or trademark holder(s);
  - (f) it shall comply strictly with all laws and regulations regarding intellectual property rights;
  - (g) it shall not infringe on any statutory law, common law, by-law, governmental guidelines, policies and regulations or other rights of any person during its use of the Centre and/or, the Licence Area;
  - (h) no litigation or administrative proceedings are threatened or pending (whether or not against it) which would prevent it from holding the proposed Event;
  - (i) it has fully disclosed to the Licensor all material information regarding the Event which is necessary in order to enable the Licensor to grant the Licence and permit it to hold the Event at the Licence Area during the Licence Period in respect of the Licence Area; and
  - (j) each of the above warranties will be correct and complied with in all respects from the date of the Licence Agreement until the termination of the Licence Agreement or the Event Last Date (whichever is later) as if repeated then by reference to the then existing circumstances.
- (including third party claims), demands, damages, expenses, compensation, costs (including legal costs on a solicitor and client basis), charges, liabilities, proceedings and other adverse consequences which the Licensor or its employees may suffer or incur arising out of or in connection thereto;
- (c) to maintain at the Licence Area an attractive display in keeping with the standards maintained elsewhere in the Centre;
  - (d) to carry out or cause to be carried out all setting-up works in a good workmanlike manner and to replace, rectify, remedy and make good to the satisfaction of the Licensor any damage caused to the Licence Area and the Centre arising out of such setting-up works and comply with its obligations under Clause 20 in relation to any dismantling works;
  - (e) to ensure that all its appointed contractors or sub-contractors, employees and/or personnel are professionally trained or certified and shall be subject to the approval of the Licensor for any works to be carried out on the Licence Area and the Centre;
  - (f) not to use the Licence Area and the Common Areas in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Licensor or its other tenants, licensees, users or occupiers of the Centre or to the owners, tenants, licensees, users or occupiers of any adjoining and neighbouring Units and/or properties;
  - (g) not to do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Centre or which would or might vitiate in whole or in part any insurance effected by the Licensor from time to time or which would or might increase the premium on such insurance;
  - (h) not to collect, attempt to collect or make announcements with a view to collecting donations and offerings in the Centre, whether for charity or otherwise, without prior written approval of the Licensor;
  - (i) to comply with all applicable requirements and regulations, obtain all necessary permits, licences, grants and approvals, give all notices, give all undertakings and guarantees, pay all fees, charges, taxes (including all Goods and Services Taxes payable in connection with the Agreed Terms) and duties, and bear all costs whatsoever in connection with the Licensee's use of the Licence Area and/or the Centre;
  - (j) to permit the Licensor's authorised officers, servants and agents to enter the Licence Area for any purpose and at any time;
  - (k) not to allow or cause any livestock or animals whatsoever to be brought into the Centre unless they are for a purpose previously approved by the Licensor for or in connection with the Event;
  - (l) to strictly observe and ensure that all persons, including but not limited to the Licensee's agents, clients, contractors, customers and patrons, while in the Licence Area strictly observe all the non-smoking signs put up by the Centre in the Licence Area;
  - (m) to ensure that no advertising and sales of any kind whatsoever shall be made or conducted within the Centre and the surrounding premises unless prior written approval has been granted by the Licensor;
  - (n) to observe and comply with such written directions and instructions that the Licensor may from time to time issue to the Licensee governing the grant of the Licence, the Event and/or the use of the Licence Area and the Centre; and

### 14. Licensee's Undertakings

**14.1** Without prejudice to any other provisions in the Agreed Terms, the Licensee agrees and undertakes:

- (a) to pay to the Licensor the Event Fee in full in accordance with the Payment Schedule;
- (b) to hold the Event, as approved by the Licensor, during the Show Day Period (as defined in the Rules and Regulations) PROVIDED that such approval shall not relieve the Licensee from obtaining from such other relevant owners or persons or parties or authorities (whether under law or in contract) such licences, consents and/or approvals as may be necessary or applicable for the Event undertaken by the Licensee and to indemnify and hold the Licensor and its employees harmless from and against any and all actions, claims

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- (o) to observe and comply strictly with the Rules and Regulations of the Centre.

### 15. MC Rules

**15.1** The Management Corporation may at any time make and vary the rules (including changes to the rules) relating to the safety, conduct and management of the entire Suntec development (including but without limitation, the Centre) (the "MC Rules").

**15.2** In addition to the Agree Terms, the Licensee must comply with the MC Rules and ensure that its employees, agents, independent contractors and Permitted Occupiers comply with the MC Rules.

**15.3** The Licensor is not liable to the Licensee for violation of the MC Rules by any person (including other Licensees or occupiers of the Centre) or the employees, agents, independent contractors, invitees or licensees of such person.

**15.4** The provisions of this Clause 15 are only applicable insofar as this Clause 15 is expressly stated to be so in the Licence Agreement.

### 16. Indemnity

**16.1** The Licensee occupies and/or uses the Licence Area and Centre at its own risk. The Licensee shall fully indemnify and hold harmless the Licensor, its employees, contractors, sub-contractors, independent contractors, agents and each of them from and against any and all actions, claims (including third party claims), demands, damages, losses, expenses, compensation, costs (including legal costs on a solicitor and client basis), charges, liabilities, proceedings, judgements and other adverse consequences which they or any of them may suffer or incur arising out of or in connection with:

- (a) any breach or non-compliance on the part of the Licensee, its employees, contractors, sub-contractors, independent contractors, agents and Permitted Occupiers or any exhibitor, delegate, guest, invitee or other sub-licensee and their employees, contractors, sub-contractors, independent contractors or agents or any of them of the Agreed Terms or any relevant legislation and regulations or any infringement of any third party's copyright or other intellectual property rights;
- (b) any death or injury to person or loss or damage to property occasioned to any party at the Licence Area or otherwise or where such death, injury, loss or damage is attributable to any act or omission or negligence of the Licensee, its employees, contractors, sub-contractors, independent contractors, agents or Permitted Occupiers or any exhibitor, delegate, guest, invitee or other sub-licensee and their employees, contractors, sub-contractors, independent contractors or agents; and
- (c) any occurrences in the Licence Area or the use or occupation of the Licence Area by the Licensee or by any of the Licensee's employees, contractors, sub-contractors, independent contractors, agents, or Permitted Occupiers or any exhibitor, delegate, guest, invitee or other sub-licensee and their employees, contractors, sub-contractors, independent contractors or agents;

### 17. Cancellation of Event by Licensee

**17.1** In the event the Licensor permits the Licensee to cancel the Event for whatever reason, the Licensee shall pay to the Licensor the agreed and liquidated damages as set out in Clause 17.2. For the purpose of the Agreed Terms, any postponement of the Event is deemed as cancellation and the charges set out in Clause 17.2 shall be equally applicable.

#### 17.2 Cancellation Charges

If the Event is cancelled by the Licensee pursuant to Clause 17.1, the Licensee shall pay to the Licensor the agreed and liquidated damages for such cancellation at the following rates:

- (a) more than 12 months prior to the Event First Date, a sum equivalent to 15% of the Event Fee;
- (b) more than 8 months up to 12 months prior to the Event First Date, a sum of equivalent to 30% of the Event Fee;
- (c) more than 4 months up to 8 months prior to the Event First Date, a sum equivalent to 60% of the Event Fee;
- (d) more than 2 months up to 4 months prior to the Event First Date, a sum equivalent to 80% of the Event Fee; and
- (e) 2 months or less prior to the Event First Date, a sum equivalent to 100% of the Event Fee.

**17.3** In the case of permitted postponement of the Event by Licensee of at least 12 months prior to the Event First Date, the Licensor shall use its reasonable endeavour in good faith to accomplish re-licence of the Licence Area resulting from the postponement of the Event. In the event that such Licence Area cannot be recovered through re-licence, the above cancellation charges shall apply.

**17.4** The payment under Clause 17.2 shall be a debt due from the Licensee. The Licensee agrees that the Licensor may without prejudice to any other remedies at law deduct same from the Security Deposit (if applicable) and/or from the Event Fee instalments or any monies held by the Licensor.

### 18. Revocation/Termination of Licence by Licensor With Cause

**18.1** The Licensor may by written notice to the Licensee revoke the Licence and terminate the Licence Agreement forthwith at any time upon the occurrence of the following:

- (a) if there is any default by the Licensee in paying the Event Fee in accordance with the Payment Schedule or any other moneys agreed to be paid under the Agreed Terms;
- (b) if the Licensee shall be in default of any of the terms and conditions of the Agreed Terms or in default of any of the undertakings or warranties given or agreed to by the Licensee under the provisions of the Agreed Terms or (if any such default is capable of remedy) such default is not remedied within seven (7) days after notice thereof has been given to the Licensee;
- (c) if the Licensee, being a company, corporation or incorporated entity having a separate legal personality is wound-up or a petition for the winding-up or for the appointment of a judicial manager has been presented

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against it, or, being an individual or unincorporated entity is adjudicated a bankrupt or a petition for its bankruptcy has been presented against it;

- (d) if a distress, attachment, execution or other legal process is levied, enforced or sued out on or against the assets of the Licensee;
- (e) if it is or will become unlawful for either the Licensor or the Licensee to comply with any of its obligations under the Agreed Terms by reason of any applicable law in force for the time being or by reason of any written direction issued by any relevant authority;
- (f) if any of the Agreed Terms ceases for any reason to be the legal valid obligation of the Licensee;
- (g) if the Event as proposed by the Licensee and approved by the Licensor is not held or is not held in accordance with the programme approved by the Licensor;
- (h) if the Licensee shall alter the Event, its programme or purpose without the prior written consent of the Licensor;
- (i) if the Licensor shall become aware of circumstances (as a result of any act or omission by the Licensee) under which the holding of the Event could, in the sole and absolute opinion of the Licensor, jeopardize public health, safety or order, or carry the risk of personal injury or damage to property or result in security risk or breach of any governmental or court directive or order;
- (j) if any event occurs or circumstances arise which, in the sole and absolute opinion of the Licensor give(s) reasonable grounds for believing that the Licensee may not (or may be unable to) perform with any of its obligations under the Agreed Terms.

**18.2** At any time after giving the written notice of revocation of the Licence, the Licensor shall, without prejudice to any of its other rights arising out of the Agreed Terms or in law, be entitled to barricade, seal off or otherwise deny access to the Licence Area by the Licensee. Any belongings to be removed by the Licensee or any dismantling works to be carried out by the Licensee shall be carried out within twenty-four (24) hours of the receipt by the Licensee of the Licensor's written notice of revocation of the Licence. At the expiration of the said twenty-four (24) hours, any belongings left unattended in the Licence Area or any fitting-out works not dismantled shall be dealt with by the Licensor as the Licensor deems fit without being answerable to the Licensee or any other person for any loss or damage whatsoever.

**18.3** If the Licence hereby granted is revoked pursuant to Clause 18.1, the Licence Agreement shall be deemed to be terminated at the same time as the Licensor issues the written notice of revocation. Without prejudice to any other rights and remedies which are available to the Licensor, the Licensor shall be entitled to forfeit in entirety the Event Fee (or any part thereof) paid to the Licensor and the Security Deposit (if applicable), and the Licensee agrees that it shall have no claim against the Licensor arising out of such forfeiture whether under the Agreed Terms or at law.

**18.4** Notwithstanding the termination of this Licence Agreement pursuant to Clause 18.1, the Licensee shall be liable to pay to the Licensor upon demand all fees (on a pro-rated basis, if applicable) comprising the Service Fees in respect of all Services provided to the Licensee, and/or Rental Equipment Fees for any use of equipment by the Licensee, up to and including the date of such termination of this Licence Agreement.

### 19. Revocation/Termination of Licence by Licensor Without Cause

**19.1** If the Licensor wishes to demolish, redevelop or refurbish the Centre or any part affecting the Licence Area(s) (or any part thereof), the Licensor shall be entitled, at any time to revoke the Licence and terminate the Licence Agreement, without compensation and/or payment of damages for any loss (including indirect or consequential damages), by giving to the Licensee prior notice of at least six (6) months before the Event Start Date. The Licence Agreement will end on the expiry of the notice without affecting the rights of the Licensor against the Licensee for any previous default by the Licensee of the provisions of the Agreed Terms.

**19.2** If the Licensor shall become aware of circumstances (other than as a result of any act or omission by the Licensee) under which the holding of the Event could, in the sole and absolute opinion of the Licensor, jeopardize public health, safety or order, or carry the risk of personal injury or damage to property or result in security risk or breach of any governmental or court directive or order, or if the Licensor is required by any governmental agency to cancel the Event due to any of the aforesaid reasons or otherwise, the Licensor shall be entitled, at any time to immediately revoke the Licence and terminate the Licence Agreement, without compensation and/or payment of damages for any loss (including indirect or consequential damages), by giving to the Licensee written notice. The Licence Agreement will end upon the notice being issued, without affecting the rights of the Licensor against the Licensee for any previous default by the Licensee of the provisions of the Agreed Terms.

**19.3** Upon the termination of the Licence Agreement in accordance with Clause 19.1 or 19.2, Clauses 22.3, 22.5 and 22.6 shall (to the extent applicable) apply mutatis mutandis with respect to such termination.

### 20. Dismantling Works

**20.1** Immediately after the Show Day Period (as defined in the Rules and Regulations) or upon any termination of the Licence Agreement or cancellation of the Event, the Licensee shall carry out or cause to be carried out the dismantling of the setting-up works in accordance with the Rules and Regulations.

**20.2** The Licensee shall reinstate the Licence Area to its original state and condition as at the 1st day of the Licence Period in respect of such Licence Area (except for fair wear and tear), repair and clean such Licence Area (including the Licensor's installations in it) in accordance with the Licensee's obligations under the Agreed Terms, to the satisfaction of the Licensor.

**20.3** If the Licensee fails or otherwise neglects to complete the dismantling works upon termination of the Licence Agreement or cancellation of the Event or on or at the expiry of the Licence Period in respect of the Licence Area, the Licensor shall at any time thereafter be entitled to do any or all of the following:

- (a) enter upon such Licence Area at the Licensee's risk and expense and remove or cause to be removed all the Licensee's properties and belongings and store, sell or otherwise dispose of such properties and belongings in such manner as the Licensor deems fit;
- (b) enter upon such Licence Area and undertake the cleaning thereof and all charges incurred thereby shall be borne by the Licensee; and

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- (c) do all other things necessary to restore such Licence Area to its original good order and condition and the Licensee shall be charged an occupation fee at the rate for the time being in force for the time taken to complete the dismantling works.

**20.4** In the exercise of the Licensor's rights under Clause 20.3, the Licensee shall have no claim whatsoever against the Licensor and shall indemnify the Licensor from and against any claims whatsoever and howsoever arising that may be brought against the Licensor by any party.

### 21. Final Settlement

**21.1** Subject to the nature of the Event held, the Licensor shall, within fourteen (14) days after the date of the termination of the Licence Agreement or after the Event Last Date, whichever is later, provide the Licensee with a consolidated statement of account showing the amount owing by or to (as the case may be) the Licensee in respect of the Event held.

**21.2** Any payment to be made by the Licensor or the Licensee, as the case may be, shall be made in full (i) by the Licensee in accordance with the Payment Schedule and (ii) in the case of the Licensor, on such date falling seven (7) days after the date on which the consolidated statement of account referred to in Clause 21.1 is provided by the Licensor and the provision of Clause 3.3 shall apply for any late payment by the Licensee to the Licensor.

### 22. Force Majeure

**22.1** If either party is or reasonably expects that it will be prevented or otherwise hindered from fulfilling any of its obligations under the Agreed Terms due to Event of Force Majeure, it shall, at any time thereafter, be entitled to terminate or suspend the Licence hereby granted.

**22.2** In Clause 22.1 above, the term "Event of Force Majeure" means:

- (a) an act of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster or epidemic of infectious disease;
- (b) any material destruction of or material damage to the Licence Area(s) (or any part thereof), the Centre or the entire Suntec development;
- (c) an act of any sovereign government, including, but not limited to, war, invasion, act of foreign hostilities (whether war be declared or not), civil unrest, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, acts of terrorism, compulsory acquisition, destruction, damage to property by or under the order of any government or semi-government or public or local authority, or imposition of government sanction, embargo or similar action;
- (d) any law, judgement, order, decree, embargo or blockade relating to labour dispute, including, but not limited to, strike, lockout or boycott;
- (e) any compulsory acquisition or order or notice of intended compulsory acquisition by the government or other competent authority, or any order or notice for drain or road reserves, in respect of the Centre or any part thereof; or
- (f) any other matter or cause beyond the control of the Licensor.

Provided Always that if any of the above events referred to in (a), (b), (c), (d) and (f) occurs anywhere else other than in Singapore, such event shall only be termed or deemed as Event of Force Majeure if the party seeking to terminate or suspend the Licence due to such event produces such documentary evidence satisfactory to the other party as to such event preventing at least 80% of the attendees/guests/exhibitors/delegates (excluding the Licensee's staff) from attending the Event as originally planned.

**22.3** If the Licence is terminated or suspended pursuant to Clause 22, the following shall apply:

- (a) where the Licence is terminated or suspended during the Licence Period in respect of the Licence Area, the Licence Fee paid in respect of such Licence Period shall be reduced (and such reduction refunded, free of interest, to the Licensee) by such proportion as the period of revocation or suspension bears to such Licence Period;
- (b) where the Licence is terminated or suspended prior to the commencement of the Licence Period in respect of the Licence Area, the Licence Fee (or such part thereof that has been paid) shall be refunded in full, free of interest, to the Licensee; and
- (c) any refund of the Licence Fee shall be made, free of interest, within thirty (30) days after the notice of termination or suspension is issued and shall be without prejudice to any right (whether arising out of the Agreed Terms or at law) that have accrued to the Licensor prior to the termination or suspension of the Licence.

**22.4** Notwithstanding anything hereinbefore contained, the Licensor shall not be liable to refund any Licence Fee, or the Security Deposit (if applicable) to the Licensee if the Event of Force Majeure relied upon, by the party seeking to terminate or suspend the Licence, is caused or otherwise arises out of any action or inaction of the Licensee.

**22.5** Subject to Clause 22.3, the Licensor shall be under no liability to the Licensee or any other persons for any loss which they (or any of them) may sustain as a result of any Event of Force Majeure, or in consequence of any termination or suspension of the Licence, and upon the refund of any Licence Fee, free of interest, pursuant to Clause 22.3 being made, the Licensee shall thereafter cease to have any rights to any claim against the Licensor whether arising out of the Agreed Terms or otherwise.

**22.6** In the event of a termination of the Licence pursuant to Clause 22 and if the Licensee has fully paid the Service Fees, the Media Fees and the Rental Equipment Fees, a reasonable portion of such fees (on a pro-rated basis) reflecting the period during which the Licensee ceases the use of the Services, the Media and/or any equipment after the date of such termination, shall be refunded (free of interest) to the Licensee, provided always that the Licensee shall remain liable for all fees (on a pro-rated basis) comprising the Service Fees in respect of all Services provided to the Licensee, the Media Fees for all Media made available to the Licensee, and/or Rental Equipment Fees for any use of equipment by the Licensee, up to and including the date of such termination, and provided further that the Licensor shall not be liable to refund any Service Fees, Media Fees and/or Rental Equipment Fees to the Licensee if the Event of Force Majeure relied upon, by the party seeking to terminate or suspend the Licence, is caused or otherwise arises out of any action or inaction of the Licensee.



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### 23. Exclusion Of Licensor's Liability

**23.1** The Licensor shall not be liable to the Licensee or to its employees, independent contractors, agents or Permitted Occupier nor to any other person for loss of life or injury to person or loss or damage to property or goods whether occasioned at the Licence Area or otherwise, except insofar that such loss of life or injury to person is caused by the negligence or wilful act of the Licensor or its employees or loss or damage to property is caused by the gross negligence or wilful act of the Licensor or its employees.

**23.2** Save as aforesaid, the Licensor and its officers, servants, employees or agents shall not be liable to the Licensee for any reason whatever, including but not limited to any delay in supplying, any failure to furnish, or for any limitation, curtailment, rationing, restriction or interruption of service of any water, gas, electricity, telephone, cold air serving the Licence Area or the Centre or for interruption of use of any equipment in connection with the supplying of any of the aforesaid services, howsoever caused, save and except, when it is caused by the wilful action or omission, or gross negligence, of the Licensor, its officers, servants, employees or agents.

**23.3** In no event will the Licensor be liable under the Agreed Terms (whether for breach or otherwise) for any indirect or consequential damages such as but not limited to loss of business, loss of profits, even if the Licensor has been advised of the possibility of such damage, loss or claim, arising out of or in connection with the Agreed Terms whether in contract, tort (including negligence), misrepresentation, and breach of statutory duty or otherwise and howsoever arising.

### 23.4 Maximum Liability

So far as permitted by law, the aggregate liability of the Licensor in respect of all breaches under the Agreed Terms and/or all claims by the Licensee in respect of the Agreed Terms shall not exceed an amount equal to the Event Fee.

### 24. No Legal Estate

**24.1** Nothing in the Agreed Terms shall operate to convey or confer or be construed to convey or confer on the Licensee or any person any estate or interest, whether legal or equitable, in the Centre or any part thereof in any way whatsoever.

**24.2** The Licensee, as a separate and independent obligation, undertakes to the Licensor that it will vacate the Licence Area latest at the expiry of the Licence Hours on the last day of the Licence Period in respect of such Licence Area.

### 25. Assignment And Novation

**25.1** The Agreed Terms shall benefit and be binding on the parties, their respective successors and any permitted assignee or transferee of some or all of a party's rights or obligations under the Agreed Terms.

**25.2** The Licensee may not assign or transfer all or part of its rights, benefits or obligations under the Agreed Terms except with prior written approval of the Licensor which the Licensor may in its sole and absolute discretion decline to give.

**25.3** Where the Licensee is a company, any change in the

management control or majority shareholders of the Licensee will be treated as an assignment and/or transfer referred to in Clause 25.2 and shall be subject to the Licensor's written approval, which the Licensor may in its sole and absolute discretion decline to give.

### 25.4 Licensor may Assign/Novate

(a) The Licensor is entitled to transfer (whether by an assignment or novation) its rights and obligations under the Agreed Terms.

(b) The Licensee agrees that the Licensor may, at any time, assign or transfer all (or any part) of its rights or obligations under the Agreed Terms to any person without the need to obtain the Licensee's prior written consent. The Licensee further agrees to treat any such assignee or transferee as the licensor for the purposes of the Agreed Terms who shall be entitled to the full benefit of the Agreed Terms to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it. Without prejudice to the generality of the aforesaid and upon such assignment or novation by the Licensor, the Licensee must release the Licensor from all its obligations in the Agreed Terms, particularly, the

Licensor's obligation to refund the Security Deposit (if applicable) and other sums under the Agreed Terms.

**25.5** The Licensee shall at the request from time to time of the Licensor enter into a Novation Agreement in such form as the Licensor shall reasonably require whereby all of the Licensor's rights and obligations under the Agreed Terms shall be taken over by another party nominated by the Licensor.

### 26. Media

The provisions in this Clause 26 shall apply to the display of any media advertisement and/or the use of any media space (static or otherwise), if any, at the Centre in connection with the Event:

26.1 The Licensee shall only be permitted to display its media advertisement for the promotion of the Event at such parts of the Centre and for such duration as may be approved by the Licensor. The Licensee shall, at its own expense, deliver to the Licensor all advertising materials at least ten (10) working days before the scheduled commencement date as the Licensor may state for the display of such advertising materials. All such advertising materials are deemed to be held by the Licensor at the Licensee's risk and shall be insured by the Licensee against loss or damage. Advertising materials which are surplus to requirements or which have been removed from display shall be collected by the Licensee within thirty (30) days from the last date of display, failing which the Licensor shall have the absolute right to destroy and/or dispose of such advertising materials without further notice to the Licensee.

26.2 The Licensor reserves the sole, absolute and continuing right to reject, refuse the setting up of any display and/or discontinue displaying advertising material, without any responsibility or liability on the part of the Licensor, which, inter alia, (i) do not conform or comply with the Licensor's specification requirements (ii) are considered by the Licensor in its sole and absolute opinion to be objectionable, unsuitable, inappropriate or likely to give rise to any offence for any reason (iii) in the Licensor's sole and absolute opinion, may lead to a conflict of interest

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between the Licensee and the organizers of events held or to be held in the Centre.

26.3 The Licensee acknowledges and agrees that the Licensor shall have the absolute right to shut down any display during any maintenance, cleaning and repair works without the Centre incurring any liability whatsoever.

26.4 The Licensee represents and warrants to the Licensor that:

- (a) the contents and/or materials of any advertisement are original except for material in the public domain and such excerpts from other advertisements as may be included with the written permission of the copyright owners;
- (b) the contents and/or materials of any advertisement do not contain any libelous, injurious, obscene or offensive material;
- (c) the contents and/or materials of any advertisement do not infringe any moral or intellectual property rights of any other party;
- (d) it is authorised and have obtained all necessary clearances, permissions, approvals rights and licenses necessary for its delivery of all advertising materials;
- (e) all advertising materials comply with all applicable privacy laws and codes, laws, rules and regulations relating to advertising content and any industry codes or rules by which the Licensee may be bound; and
- (f) all advertising materials are accurate and are not misleading and all claims contained therein have been substantiated.

26.5 The Licensee shall fully indemnify and hold harmless the Licensor, its employees, contractors, sub-contractors, independent contractors, agents and each of them from and against any and all actions, claims (including third party claims), demands, damages, losses, expenses, compensation, costs (including legal costs on a solicitor and client basis), charges, liabilities, proceedings, judgements and other adverse consequences which they or any of them may suffer or incur arising out of or in connection with: (a) the Licensee's breach, negligence or omission including but not limited to claims for losses, damages, defamation, infringement of intellectual property rights, death, bodily injury, property damage or otherwise; (b) any infringement of copyright, trademark, patent, or other rights whatsoever arising out of or in connection with the screening/display of the Licensee's advertisement; and/or (c) the dramatic, literary and artistic work and music and/or performers' services used in any advertisement.

26.6 The Licensee acknowledges and agrees that all media advertisement, and the use of any media space (static or otherwise) and/or any services in connection thereof provided by the Licensor, are on an "as is" basis and "as available" basis and the Licensee also agrees that its use of the same is at its sole risk.

### 27. Remedies, Waivers, Amendments And Consents

**27.1** No failure on the part of the Licensor to exercise, and no delay on its part in exercising, any right or remedy under the Agreed Terms will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Mere knowledge or consent by conduct (expressed or implied) of the Licensor of any default by the Licensee will not be implied or treated as a waiver. The rights and

remedies provided to the Licensor under the Agreed Terms are cumulative and not exclusive of any rights and remedies provided in law.

**27.2** The Licensor will not be treated as waiving its right to proceed against the Licensee in respect of any default by the Licensee of its obligations in the Agreed Terms, if the Licensor accepts the Event Fee or any other sum payable by the Licensee in the Agreed Terms.

**27.3** The Agreed Terms constitute the entire agreement between the parties and supersede all other agreements. The provisions of the Agreed Terms may be amended, supplemented or varied only if the Licensor and the Licensee so agree in writing. Any waiver or consent given by the Licensor under the Agreed Terms must be in writing and may be given subject to any conditions thought fit by the Licensor. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

### 28. Exercise of Licensor's Rights or Remedies

**28.1** Any right or remedy conferred on the Licensor by the Agreed Terms may be exercised by the Chief Executive Officer for the time being of the Licensor or its successor(s)-in-title and permitted assigns or by any person authorised by the Chief Executive Officer.

### 29. Gebiz Events

Strictly in respect of any Event which is a Gebiz Event, to the extent that the Agreed Terms are in conflict with the contractual terms and conditions entered into by the Licensor with respect to such Gebiz Event, the contractual terms and conditions of such Gebiz Event shall prevail.

### 30. Communication

**30.1** Each communication under the Agreed Terms shall be made in writing and may be sent by mail, telex, electronic mail, facsimile transmission or delivered by hand. Each communication or document shall be marked for the attention of the person (if any) from time to time designated by that party for the purpose of sending and receiving communication under the Agreed Terms.

**30.2** Any communication to any party shall be deemed to have been received by the addressee,

- (a) if delivered by hand, at the time of such delivery;
- (b) if sent by mail, two (2) working days following posting if posted to a local address;
- (c) five (5) working days following posting if posted to a foreign address; or
- (d) if sent by facsimile transmission, when the sender's facsimile system generates a message confirming successful transmission of the communication.

### 31. Partial Invalidity

**31.1** The illegality, invalidity or unenforceability of any provision of the Agreed Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision in the Agreed Terms.

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### 32. Governing Law

**32.1** The Agreed Terms shall be governed by, and construed in accordance with, the laws of Singapore.

### 33. Rights Of Third Party

**33.1** A person who is not a party to the Licence Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of the Agreed Terms.

### 34. Dispute Resolution

**34.1** Subject to Clause 34.3, any dispute arising out of or in connection with the Agreed Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this Clause 34.1.

**34.2** Notwithstanding anything contained in the SIAC Rules, it is hereby agreed that any such dispute shall be referred to a sole arbitrator appointed by the President for the time being of the Singapore International Arbitration Centre.

**34.3** The Licensor reserves the right to bring legal proceedings in any court of competent jurisdiction in relation to any dispute arising out of the Agreed Terms, the Event or any matter or thing connected therewith.

### 35. Privacy Policy

**35.1** The Licensor is committed to protecting the privacy and confidentiality of personal data in our possession. Please refer to the Licensor's Privacy Policy at [www.suntecsingapore.com/privacy-policy](http://www.suntecsingapore.com/privacy-policy), which sets out the basis which the Centre may collect, use, disclose or otherwise process personal data in accordance with Singapore's Personal Data Protection Act 2012 ("PDPA").

**35.2** The Licensor reserves the right to record photographs and videos of events taking place within the Centre for safety, security, service analytics or publicity purposes.

**35.3** The Licensor is unable to assume responsibility for personal data that is collected or processed by the Licensee. The Licensee is responsible for ensuring compliance with the applicable data protection laws for personal data that are collected and processed by the Licensee.

**35.4** For any questions on the Licensor's Privacy Policy, please contact the Centre's Data Protection Officer at the following address or email to [marcoms@suntecsingapore.com](mailto:marcoms@suntecsingapore.com) referencing 'Privacy Policy':

**Data Protection Officer**  
**Suntec Singapore Convention & Exhibition Centre**  
1 Raffles Boulevard Suntec City  
Singapore 039593

### 36. Residual Matters

**36.1** Any matters not expressly covered by the Agreed Terms or by applicable policy, rules and regulations adopted by the Centre shall be determined by the Licensor in its sole discretion.