ANNEX D3 – SMRT TENANCY AGREEMENT

AN AGREEMENT made on the day of Two Thousand and
BETWEEN:

(1) **SMRT TRAINS LTD** (Company Registration Number: 198702333K), a company incorporated in Singapore and having its registered office at 251 North Bridge Road, Singapore 179102 (***Licensor***) of the one part; and

(2) <**Company Name>** (Company Registration Number: <XXX>), a company incorporated in Singapore and having its registered office at <Address> (***Licensee***) of the other part.

WHEREAS the Licensor is desirous of granting the Licensee a licence of certain portion of floor space within its Mass Rapid Transit Stations (each a ***Station*** and collectively the ***Stations***) specified in paragraph 2 of Schedule 1 (***Licensed Premises***) for the purpose of installing, operating and maintaining the machines specified in paragraph 3 of Schedule 1 (each a ***MACHINE*** and collectively the ***MACHINES***) subject to the terms and conditions hereinafter set out.

WHEREBY IT IS AGREED as follows:

GRANT OF LICENCE AND ACCESS

1.1 The Licensor hereby grants the Licensee on the terms and conditions set out below, a non-exclusive licence to install, operate and maintain each MACHINE daily during the operating hours specified by the Licensor, at the Licensed Premises, for use by the Licensee, its customers and the general public. The Licensee shall have the non-exclusive right by itself, or through its employees, agents and customers to enter the Licensed Premises and use the entrances, stairs and passages of the Stations giving access to the Licensed Premises.

1.2 Unless otherwise already specified in paragraph 2 of Schedule 1, each MACHINE shall be installed, operated and maintained at such location as the Licensor shall in its sole discretion decide and at such Stations as approved by relevant statutory body or relevant authority. The Licensee shall be informed of such location by written notification (***Notification***) from the Licensor from time to time in the form set out in Schedule 3 or such other form as the Licensor may so decide and the Licensee shall install and operate the MACHINE within one month of the Notification.

1.3 Prior to the installation of any MACHINE on the Licensed Premises, the Licensee shall obtain the Licensor's written approval on the type, design and materials used for the construction of such MACHINE.

TERM

2. The licence hereby granted shall be for the period specified in paragraph 4 of Schedule 1 (***Licence Period***).

MONTHLY LICENCE FEE

3.1 The Licensee shall pay the Licensor:

(a) a monthly base licence fee specified in paragraph 5(a) of Schedule 1 (***base licence fee***);

(b) a monthly service charge specified in paragraph 5(b) of Schedule 1 (***service charge***) for the Licensee's contribution towards all the costs, expenses and outgoings in the maintenance of the Stations including cleaning, lighting, maintenance, repair and upkeep of the common areas of the Stations and supply of the services and other matters, subject to such increase as may be notified by the Licensor to the Licensee from time to time, such notification by the Licensor of the amount of increase to be final and conclusive; and

(c) a monthly utilities charge specified in paragraph 5(c) of Schedule 1

(***utilities charge***) for electricity and light supplied by the Licensor to the Licensed Premises.

The base licence fee, service charge and utilities charge are collectively referred to as the ***Licence Fee***.

3.2 The Licence Fee shall be payable monthly in advance (pro-rated for any period less than a calendar month and such pro-rating to be calculated on 30 days basis regardless of the number of days in the month) without any deduction, setoff, abatement or demand. The first payment thereof or such other sum as is proportionate for any part of a calendar month shall be made on or before the execution of this Agreement or on or prior to the Commencement Date, as the case may be, and thereafter payment shall be made on the first day of each succeeding calendar month without demand, deductions, setoff or abatement.

3.3 Notwithstanding Clauses 3.2 or 6.3.2 (*License-Fee Free Period)* the Licence Fee shall be chargeable in respect of the Licensed Premises from the period commencing on the date falling one month after the date of Notification (***Commencement Date***), regardless of whether the MACHINE has been installed on the Licensed Premises or whether operation of the MACHINE has commenced.

3.4 MACHINES constructed and/or designed as a twin to any other MACHINE shall be considered and treated as a separate MACHINE.

TAXES

4. All sums payable to the Licensor under this Agreement are exclusive of any applicable taxes and the Licensee shall pay all goods and services tax (***GST***) or other value added tax (by whatsoever name called and whether imposed in Singapore or otherwise) in addition to the sums otherwise payable, at the rate in force at the due time for payment or such other time as is stipulated under the relevant legislation.

INTEREST

5. In addition and without prejudice to any other right, power or remedy of the Licensor, if the Licence Fee and/or any other monies due under this Agreement shall at any time remain unpaid for fourteen (14) days after the same shall have become due (whether formally demanded or not) the Licensee shall pay to the Licensor interest thereon calculated from the date on which such monies fall due for payment to the date on which such monies are paid to or recovered in full by the Licensor at the rate of one per cent (1%) per month.

6. The Licensee hereby agrees and undertakes as follows:

PAYMENT

6.1 To pay the Licence Fee on the days and in the manner aforesaid without any demand, setoff, abatement or deduction.

SECURITY DEPOSIT

6.2.1 On or before the execution of this Agreement, to pay the Licensor the sum specified in paragraph 6 of Schedule 1 (***Security Deposit***) being three (3) months' Licence Fee as security for the due performance of the Licensee's obligations under this Agreement Provided Always that if the Licensee shall duly perform and observe all its obligations, stipulations, conditions and agreements during the Licence Period, the Licensor shall at the expiration or earlier determination of the Licence Period return the Security Deposit (without interest and subject to deductions under Clause 6.2.2) within two (2) months after the Licensee shall have duly removed the MACHINE and reinstated the Licensed Premises to its original state and condition to the satisfaction of the Licensor in accordance with Clause 6.10 of this Agreement. The Security Deposit shall be maintained at a minimum of three

(3) months' Licence Fee throughout the Licence Period.

6.2.2 If the Licensee fails to observe and perform any of the covenants, conditions, agreements and stipulations on the Licensee's part to be observed and performed then and in such case, the Licensor shall have the right and it shall be lawful for the Licensor to deduct from the Security Deposit paid under Clause 6.2.1 hereof such sum or sums as may be necessary to make good and satisfy such damages and losses arising from the Licensee's failure as hereinbefore stipulated but without prejudice to the right of action of the Licensor against the Licensee in respect of any antecedent breach by the Licensee of any of the covenants, conditions, agreements or stipulations herein contained.

CONSTRUCTION OF SHELTER

6.3.1 Where any of the Licensed Premises is or will be exposed to the elements, the Licensee shall construct a shelter to protect the MACHINES to be installed on the Licensed Premises. The design and construction of such shelter shall be approved by the Licensor. The Licensee shall be responsible for obtaining all requisite approvals required for or in connection with the construction of the shelter, and shall bear all costs and expenses incurred in respect of the obtaining of such approval and the design and construction of the shelter.

FITTING-OUT WORKS

6.3.2 (a) The Licensor shall grant the Licensee a licence-fee free period specified in paragraph 7 of Schedule 1 (***Licence-Fee Free Period***) to install the MACHINES and carry out any other related works at the Licensed Premises as may be required by the Licensor (including but not limited to installing all wiring from the electrical riser of the Station to supply power for the operation of the MACHINE and signages and display messages, and where applicable, constructing the shelters referred to in Clause 6.3.1) (***Fitting-Out Works***), in such manner as may be approved by the Licensor and in compliance with the Licensor's Fitting Out Manual (a copy of which has been furnished to the Licensee) and the Rules and Regulations (as defined in Clause 6.7.1).

The Licensee shall bear all costs and expenses incurred in respect of the Fitting-Out Works. Any damage caused to the Licensed Premises or any part of the Station arising from the Fitting-Out Works shall be borne and made good by the Licensee to the Licensor's satisfaction.

(b) In the event that the Licensee completes the Fitting-Out Works prior to the expiry of the Licence-Fee Free Period, the Licensee may with the approval of the Licensor commence operation of the ATMs on the day following completion of the Fitting-Out Works. The Licence Fee shall be payable by the Licensee (on a pro-rata basis and for any period less than a calendar month, the pro-rating to be calculated on a 30 days basis regardless of the number of days in the month) from such date of commencement of operation of the ATMs until expiry of the Licence-Fee Free Period.

(c) For the avoidance of doubt, the terms and conditions under this Agreement shall (where applicable) apply in respect of the Licence-Fee Free Period.

FITTING-OUT/ REINSTATEMENT DEPOSIT

6.3.3 The Licensee shall pay the Licensor the deposit specified in paragraph 8 of Schedule 1 (***Fitting-Out/Reinstatement Deposit***) as security for the proper carrying out of the Fitting-Out Works in accordance with this Clause 6.3 on or before the installation of each MACHINE as and when such MACHINES are installed. The Licensor shall at the expiration or earlier determination of the

Licence Period return the Fitting-Out/Reinstatement Deposit (without interest and subject to any deductions under this Clause 6.3) for all MACHINES installed during the Licence Period within two (2) months after the Licensee has removed the MACHINES and reinstated the Licensed Premises to its original state and condition to the satisfaction of the Licensor in accordance with Clause 6.10 of this Agreement. The Licensor shall be entitled to deduct from the Fitting-Out/Reinstatement Deposit for any and/or all MACHINES installed during the Licence Period such sum as may necessary to make good any damages or losses arising from the Fitting-Out Works.

MACHINES THAT ARE ALREADY IN PLACE

6.3.4 Clause 6.3.2 shall not apply to Machines that are the subject matter of prior agreement(s) and which do not require such installation as stated in Clause 6.3.2. For the avoidance of doubt(s), Clause 6.3.3 shall continue to apply to such Machines. The Licensor may retain for the duration of the Licence Period, the Fitting-Out/Reinstatement Deposit previously paid to the Licensor under such prior agreements for the purposes of Clause 6.3.3 and the Licensee shall at the Licensor's request, pay to the Licensor any additional Fitting-Out/Reinstatement Deposit for such Machines

INSURANCE

6.4.1 To effect and keep effected in respect of the Licensed Premises at all times during the continuance of this Agreement a public risk policy and/or such other policy in such amount as may be required by the Licensor from time to time provided always that the amount of insurance coverage in respect of any single accident or occurrence shall not be less than Singapore Dollars One Million ($1,000,000.00).

6.4.2 Not at any time during the Licence Period do or permit or suffer to be done any act matter or thing upon the Licensed Premises whereby any insurance(s) 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.

6.4.3 All policies of insurance required to be effected by the Licensee hereunder whether in respect of the Licensed Premises or any risk either of the Licensor or the Licensee shall be taken out with an insurance company approved by the Licensor.

6.4.4 The Licensee will in respect of any policy of insurance to be effected by the Licensee hereunder if required by the Licensor forthwith produce to the Licensor the Certificate of Insurance.

6.4.5 The Licensee shall, in the event that any insurance proceeds are payable or paid from any of the insurance policies referred to under Clause 6.4.1:

(a) apply all of such insurance proceeds towards reimbursing the Licensor or paying for any and all losses incurred or suffered by the Licensor; and

(b) pay the difference and/or any excess outstanding in the event that the insurance proceeds referred to under Clause 6.4.1 be insufficient to cover any and all losses incurred or suffered by the Licensor.

USE

6.5 Not to use the Licensed Premises or any part thereof other than for the purpose specified in Clause 1. The Licensee shall not, under any circumstances, sell or lease or sub-licence or use for advertisements or promotions or any unauthorised purpose, the Licensed Premises, the MACHINEs or any part of the Licensed Premises or the MACHINE, unless with the prior written approval of the Licensor.

INDEMNITY

6.6 To indemnify and keep fully and effectively indemnified the Licensor from and against:

6.6.1 all claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Licensor may suffer or incur arising from or out of any act, negligence or omission by the Licensee or its employees, agents, contractors, invitees and/or licensees upon or at the Licensed Premises including, but not limited to any claim by any third party with regard to the branding of the MACHINE(s) or the infringement of intellectual property rights of whatever nature;

6.6.2 all loss and damage to the Licensed Premises, any part of the Stations and to all property therein caused directly or indirectly by the Licensee or its employees, agents, contractors, invitees and/or licensees; and

6.6.3 all loss and damage suffered by the Licensor as a result of any breach by the Licensee of any of its obligations hereunder.

RULES & REGULATIONS

6.7.1 The Licensee shall at all times observe and comply with the rules and regulations of the Stations contained in Schedule 2 hereto (as may from time to time be varied, added to, deleted or amended) relating to the management, operations and maintenance of the Stations and the conduct of the Licensee and any other rules and regulations which the Licensor or the Land Transport Authority or any other statutory body or relevant authority may make (collectively, the ***Rules and Regulations***). The Licensee acknowledges, agrees and declares that failure of the Licensee or its employees, agents, contractors, invitees and/or licensees to observe and comply with any of the Rules and Regulations shall constitute a breach of the terms of this Agreement. The Licensee shall also be solely and fully liable for any penalties stipulated in the Rules and Regulations in the event of such non-compliance.

6.7.2 The Licensee further acknowledges, agrees and declares that the Licensor, any statutory body or relevant authority (as the case may be) shall have the right at any time and from time to time to delete, vary, amend or add to the relevant Rules and Regulations whenever the Licensor or any statutory body or relevant authority (as the case may be) deems such variation, amendment, deletion or addition thereto shall be necessary or desirable for regulating the use of the Licensed Premises and/or the Stations or any part thereof and/or for the safety, care, operations and/or cleanliness thereof and a certificate with the signature of any authorised person for the time being of the Licensor or any statutory body or relevant authority (as the case may be) listing the relevant Rules and Regulation for the time being in force at the date hereof or any amendment thereof shall until further notice be conclusive evidence that the relevant Rules and Regulations are for the time being in force. Where pursuant to the Rules and Regulations the doing or executing of any act, matter or thing by the Licensee is dependent upon the consent or approval of the Licensor such consent or approval may be given or withheld by the Licensor in its absolute uncontrolled discretion.

6.7.3 The Licensee agrees that the Licensor shall not be liable to the Licensee in any way for violation of the Rules and Regulations by any person including other tenants or occupiers of the Stations or servants, independent contractors, agents, visitors, invitees or licensees thereof.

FIRE REGULATIONS

6.7.4 The Licensee will comply with all insurance sprinkler and/or fire alarm regulations imposed by the Licensor and ensure that at all times during the Licence Period there is in the Licensed Premises a hand operated "ABC Dry Chemical" fire extinguisher or such other fire extinguisher approved by the Licensor.

LOADING AREA

6.7.5 The Licensor shall not be obliged to provide any loading or unloading bay for

Licensee's use. The Licensee shall not permit any trade vehicles while being used for delivery and pickup of merchandise to or from the Licensed Premises to be driven, parked or stopped at any place or time within the Station or along the frontage thereof or in backlanes appurtenant thereto or adjoining the same except at such other place or places during off-peak hours and/or such time or times as the Licensor may specifically allow (***loading area***) and the Licensee shall prohibit its employees, service suppliers and others from parking vehicles during loading or unloading in any place other than the loading area or such other places which the Licensor may from time to time allot for such purposes and from obstructing in any manner howsoever the entrances, exits and driveways in and to the common parking areas and also the pedestrian footways in or to the common area and/or the Stations. The Licensee shall not use or permit to be used the loading area for the storage of goods or for any other purpose other than for the prompt loading and unloading of goods.

OPERATION AND MANTENANCE

6.8 (a) The MACHINES shall be operated and maintained in such efficient, orderly, clean and tidy manner as may be required by the Licensor and to the Licensor's satisfaction and in compliance with the Rules and Regulations. The Licensee shall bear all costs and expenses incurred in respect of the operation and maintenance of the MACHINES. All damage to the Licensed Premises or any part of the Stations arising from the operation and maintenance of the MACHINE shall be borne and made good by the Licensee to the Licensor's satisfaction. If the Licensor is of the opinion that the MACHINES or any part of the Licensed Premises is not operated or maintained to the Licensor's satisfaction and requires repair or rectification, the Licensor may notify the Licensee of the same and the Licensee shall respond to the Licensor in writing within twenty-four (24) hours of the Licensor's notification on its intended course of action and shall as soon as practicable carry out all necessary repair or rectification works to the Licensor's satisfaction.

(b) The Licensee shall seek the Licensor's prior written approval before installing or attaching or affixing any devices on any of the MACHINES. The Licensee shall also ensure that at all times, there are no devices attached to any of the MACHINES whereby information (including but not limited to pictures) of the users of the MACHINES can be unlawfully downloaded or accessed by any third party.

ALTERATIONS & ADDITIONS

6.9 Not to make or permit or suffer to be made any alterations or additions to the Licensed Premises or to the MACHINE (including the number, type, location, size, dimensions, façade, structure, contents, customisation, capabilities, design or the range of services offered) without the Licensor's prior consent in writing. In the event the Licensee desires to make any alterations or additions to the Licensed Premises or to the MACHINE, the Licensee shall first submit to the Licensor a written request giving full details of the proposed alterations or additions and seek the Licensor's consent. In the event that such consent is given, the Licensee shall carry out at its own costs and expenses such alterations or additions, in such manner and subject to such conditions as may be required by the Licensor. Any damage caused to the Licensed Premises or any part of the Stations as a result of such alterations or additions shall be borne and made good by the Licensee to the Licensor's satisfaction. The Licensor shall be entitled to enter upon the Licensed Premises at any time to carry out any repair, refurbishment or renovation works, alterations or additions to the Licensed Premises.

REMOVAL/ REIN-STATEMENT

6.10 The Licensee shall on the expiry or earlier determination of the Licence Period, at its own costs and expenses remove the MACHINE and reinstate the Licensed Premises to its original state and condition, to the satisfaction of the Licensor and in default of such removal and reinstatement being effected upon

the expiry or earlier determination of the Licence Period, it shall be lawful for the Licensor to effect the same in such a manner as it may in its absolute discretion deem fit and reclaim exclusive use and possession of the Licensed Premises. The Licensor shall have the right to recover from the Licensee, and the Licensee shall be liable for all the costs and expenses of such removal and reinstatement.

ADVERTISING AND MARKETING MATERIALS

6.11 Any advertising or marketing or promotional materials to be used or used (i) on or within the Licensed Premises or (ii) in or on the MACHINES including but not limited to materials deposited in slots or holders located on the MACHINE (if any) shall be subject to the Licensor's prior written approval which shall be at the Licensor's sole and absolute discretion. The Licensor shall have a right to impose any charges or fees on the Licensee for such usage.

NON-LIABILITY

6.12 Notwithstanding anything herein contained, the Licensor shall not be liable to the Licensee nor shall the Licensee (i) have any claim against the Licensor or (ii) be entitled to repudiate this Agreement in respect of:

6.12.1 any delay, disruption, interruption or any other failure in any of the services to the Station by reason of repair or maintenance of any installations or apparatus or damage thereto howsoever caused;

6.12.2 any damage, loss or injury howsoever caused to any person or property in the Licensed Premises or any part of the Station, howsoever caused and whether caused by the Licensor's negligence or otherwise;

6.12.3 any act, default, omission or negligence of any attendant or other servant or employee or contractor of the Licensor in or about the performance or purported performance of any duty relating to the provision of the services to the Station;

6.12.4 any loss of money or merchandise (as the case may be) contained in or on the MACHINE;

6.12.5 any loss to the Licensee resulting from any failure or malfunction in the security system of the MACHINE; or

6.12.6 the Licensor's refusal to grant, or restriction of, access to the Station or closure of all or any of the entrances, exits or driveways to the Station, for any reason as the Licensor shall deem fit.

6.12.7 any damage, loss (including loss of revenue or profit) or injury resulting from any interruption in any of the services to the Station or the Licensed Premises or the restriction of access to, or closure of, the Station or the Licensed Premises due to reasons or crisis beyond the Licensor's control, or the control of any of its employees including without limitation nationalisation, expropriation, acts of war, terrorism, insurrection, revolution, civil interest, riots, strikes, nuclear fission, outbreaks of epidemics or plagues or acts of God.

6.12.8 any damage or loss, howsoever caused, including but not limited to disruption or loss of business or access to the MACHINES, inconvenience, costs and expenses arising out of any works carried to, on or in the vicinity of the Station, including those carried out by any third party.

6.12.9 Notwithstanding anything herein contained, the Licensor shall not be liable to the Licensee nor shall the Licensee (i) have any claim against the Licensor or (ii) be entitled to repudiate this Agreement in respect of: any delay, disruption, interruption or loss of business or access to the MACHINES including all costs and expenses relating thereto by reason of any repair, maintenance,

refurbishment or renovation works or any alterations or additions to the Licensed Premises or any part of the Stations.

NON-ASSIGNMENT 6.13 The Licensee shall not assign or transfer any of its rights or obligations under this Agreement or part with possession of the Licensed Premises or any part thereof or either by way of sharing or other means cause or allow any company, person or persons not a party to this Agreement to obtain the use or possession of the Licensed Premises or any part thereof, irrespective of whether any fee or other consideration is given unless with the prior written consent of the Licensor. In the event of such assignment, transfer or sharing, this Agreement shall at the option of the Licensor forthwith be determined and the Licensee shall forthwith surrender the Licensed Premises to the Licensor without prejudice to any right of action or remedy of the Licensor for any antecedent breach of the Licensee's covenants herein contained.

LICENSEE'S FAILURE 6.14 If the Licensee shall fail to pay any monies or charges as required hereunder to any person other than the Licensor or if the Licensee fails to perform any undertaking on the part of the Licensee herein contained, the Licensor shall be entitled (but not obliged) to make any payment or do any act or thing and incur any expense as may be necessary to perform the said undertaking and any sum of money or expense which the Licensor may pay or incur for the purpose aforesaid shall constitute a liquidated debt due and owing by the Licensee to the Licensor and shall on demand be repaid to the Licensor.

LICENSOR'S RIGHT TO RESTRICT ACCESS TO STATION 6.15 The Licensor may in the exercise of its absolute discretion refuse to grant, or restrict, access to any part of the common areas of the Station or may close off all or any of the entrances, exits or driveways of the Station for such period as the Licensor deems appropriate.

HOLDING OF FUNCTIONS 6.16 The Licensor may at its absolute discretion permit any person or organisation to hold any functions or exhibitions or display merchandise in any part of the common areas of the Station and/or close or cordon any part of the common areas of the Station for such functions, exhibitions or display, notwithstanding that access to the Licensed Premises may be restricted or affected as a result thereof, provided that the restriction of access to the Licensed Premises shall only be for a reasonable period.

POWER TO DEAL WITH ADJOINING PROPERTY 6.17 The Licensor may deal as it may think fit with other property belonging to the Licensor adjoining or nearby and to erect or suffer to be erected on such property any buildings whatsoever whether or not such buildings shall affect or diminish the light or air which may now or at any time be enjoyed by the Licensee in respect of the Licensed Premises.

RIGHT TO CHANGE LOCATION OF COMMON AREAS 6.18 (a) The Licensor shall have the right at any time without incurring any liability to the Licensee, to change the arrangement and/or location of entrances passage-ways doors doorways partitions corridors toilets or other public parts of the Station or any services, or apparatus serving the Station and to change the name, number or designation by which the Station is known.

RIGHT OF LICENSOR TO CHANGE LOCATION OF MACHINE (b) Without prejudice to the Licensor's rights under Clause 6.19.3 herein, the Licensor shall have the right at any time by giving to the Tenant not less than three (3) months' notice in writing, and without incurring any liability to the Licensee, to require the Licensee to change the arrangement and/or location of any MACHINE to any other part of the relevant Station designated by the Licensor or to any other Station (such re-located premises to be considered and treated as the Licensed Premises) or require the Licensee to remove any MACHINE from any Station. The Licensee shall comply forthwith with the Licensor’s request(s), failing which the Licensor may, in addition to any other right it may have at law or under this Agreement, exercise its rights under Clause 6.2.2. All costs and expenses of such relocation

shall at all times be borne solely by the Licensee.

(c) The Licensee may request the Licensor for a change in the location of any MACHINE to any other part of the relevant Station or to any other Station (such re-located premises to be considered and treated as the Licensed Premises) and in the event that written approval for such relocation is granted to the Licensee by the Licensor, the Licensee shall (i) abide by all instructions or directions given by the Licensor for such relocation (ii) indemnify the Licensor against any loss or damage howsoever arising from such relocation and (iii) solely bear all costs and expenses related to or in connection with or arising out such relocation.

DEFAULT AND TERMINATION

6.19.1 PROVIDED ALWAYS and it is hereby agreed and declared that if any one or more of the following events shall occur, the Licensor shall be entitled (but not obliged) at any time thereafter to terminate this Agreement and regain possession and exclusive use of the Licensed Premises, and thereupon the licence hereby granted shall forthwith and absolutely cease but without prejudice to any right of action or remedy of the Licensor in respect of any antecedent breach of the Licensee's covenants herein contained:

(a) if the Licence Fee or any other monies payable by the Licensee hereunder shall at any time remain unpaid for fourteen (14) days after the same shall have become due;

(b) if the Licensee breaches any of the terms or covenants on the Licensee's part to be performed and observed hereunder (other than the payment of Licence Fee or any other monies under Clause 6.19.1(a)) and such breach (if capable of being remedied) has not been remedied for a period of fourteen (14) days after the Licensor has given to the Licensee written notice to remedy the same;

(c) if the Licensee makes any assignment for the benefit of the Licensee's creditors or enters into any agreement or makes any arrangement with the Licensee's creditors for liquidation of the Licensee's debts by composition;

(d) if the Licensee becomes insolvent or is wound up whether voluntarily or compulsorily save for the purpose of reconstruction or amalgamation; or

(e) if any distress or execution is levied or enforced upon any part of the property or assets of the Licensee and is not discharged or paid off within fourteen (14) days thereafter.

6.19.2 (a) In the event that the Licensed Premises or any Station or any part thereof, at any time during the Licence Period shall be damaged or destroyed by fire, act of God or other cause beyond the control of the Licensor as to render the Licensed Premises unfit for use or access thereto impossible for a period of more than one (1) month (except where such damage or destruction has been caused by the default or negligence of the Licensee or its servants or agents), the Licence Fee or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Licensed Premises shall be rendered fit for occupation and use or until access thereto may be obtained (as the case may be).

(b) If the unfitness of the Licensed Premises or the inaccessibility thereto as aforesaid shall continue for a period of more than three (3) months, either the Licensor or the Licensee shall be at liberty by notice in writing to determine the Licence Period and upon such notice being given the licence hereby granted shall absolutely cease and determine but without prejudice to any right of action of the Licensor or the

Licensee in respect of any antecedent breach of the terms and covenants under this Agreement by the Licensee or the Licensor (as the case may be).

(c) Any dispute, whether contractual or not, arising out of or in connection with this Clause 6.19.2 shall be referred to and finally resolved by arbitration in Singapore in accordance with the Domestic Arbitration Rules of the Singapore International Arbitration Centre (***SIAC***) for the time being in force. The arbitration shall be governed by the Arbitration Act (Cap. 10).

6.19.3 If the Licensor decides to carry out any repair, refurbishment or renovation works or any alterations or additions to any of 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 the licence granted in respect of such Licensed Premises by giving three (3) months notice to the Licensee. Upon expiry of the three (3) months notice, such licence shall be terminated without prejudice to the rights of either party in respect of the antecedent breaches of the other but this Agreement (and its terms and conditions) shall continue in full force and effect.

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 of this Agreement or termination of the licence granted for any of the Licensed Premises by the Licensor under this Clause 6.19.3.

6.19.4 Notwithstanding anything contained in this Agreement, this Agreement may be terminated by the Licensor giving three (3) month's written notice to the Licensee. Upon expiry of such notice the Agreement shall absolutely cease and determine and the Licensee shall (if still in occupation) vacate the Licensed Premises without compensation from or any claim against the Licensor but without prejudice to any right of action of the Licensor in respect of any antecedent breach of the Agreement by the Licensee.

ENTIRE AGREEMENT

6.20 This Agreement and the letter of offer specified in paragraph 9 of Schedule 1 (***Letter of Offer***) set out the entire agreement and understanding between the parties and shall supersede all prior oral or written communications representations or agreements in relation to the subject matter of this Agreement.

Where any of the MACHINES are the subject matter of any prior agreement between the parties, such prior agreement shall be deemed to be terminated as of the date of this Agreement and all the terms and conditions of this Agreement shall supersede those of such prior agreements and apply to such MACHINES provided always that the Licensor's rights and remedies for any accrued or antecedent breaches under the prior agreement(s) shall survive its termination.

HOLDING OVER

6.21 In the event that the Licensee fails to remove the MACHINE and reinstate the Licensed Premises in accordance with Clause 6.10 to the Licensor's satisfaction upon expiry or earlier determination of the Licence Period, the Licensee shall be liable to pay double the amount of the Licence Fee from the day following the expiry or earlier determination of the Licence Period until such time when the MACHINE has been removed from the Licensed Premises and the Licensed Premises has been reinstated to its original state and condition to the Licensor's satisfaction, without prejudice to any other right or remedy the Licensor has against the Licensee under this Agreement or at law.

COSTS AND

6.22 The Licensee shall pay all the legal fees, charges (including the administration charges charged by the Licensor), costs (including costs on an indemnity

EXPENSES

basis) and expenses (including taxation) incurred in the preparation, negotiation and completion of this Agreement and any other related documents, and in connection with any surrender or other termination thereof otherwise than by effluxion of time and any claim or legal proceedings which may be brought by the Licensor against the Licensee in enforcing any of its rights under this Agreement.

FURTHER ASSURANCE

6.23 The Licensee agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary to give effect to this Agreement and the transactions contemplated under it.

VARIATION

6.24 (a) No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected.

(b) Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement shall remain in full force and effect, except and only to the extent that they are so varied.

WAIVERS/ RIGHTS & REMEDIES

6.25 (a) Any waiver of any breach of this Agreement shall not be deemed to apply to any succeeding breach of the provision or of any other provision of this Agreement. No failure or delay by the Licensor in exercising any right or remedy provided by law or equity under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

(b) The rights and remedies of the Licensor under or pursuant to this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights or remedies otherwise available (whether at law or in equity).

SEVERABILITY

6.26 If any provision of this Agreement is held to be invalid or unenforceable by any court or administrative body of competent jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but shall not invalidate any of the other provisions of this Agreement which shall remain in full force and effect. The parties hereby agree to, so far as it is possible, substitute for any such invalid or unenforceable provision, a valid enforceable provision which achieves to the greatest extent possible the economic, legal and/or commercial objectives of the invalid or unenforceable provision.

COUNTERPARTS

6.27 This Agreement may be executed by the parties in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument. Any party may enter into this Agreement by signing any such counterpart. For the avoidance of doubt, in the case of execution by way of counterparts, this Agreement shall not be deemed to have been concluded until the last of such counterparts shall have been executed.

NOTICES

6.28 (a) Any notice or other communication to be given by one party to the other under, or in connection with, this Agreement shall be in writing

and signed by or on behalf of the party giving it. It shall be served by sending it by fax to the number set out in Clause 6.28(b) or delivering it by hand or sending it by pre-paid post, to the address set out in Clause 6.28(b), and in each case marked for the attention of the relevant party set out in Clause 6.28(b) (or as otherwise notified from time to time in accordance with the provisions of this Clause 6.28). Any notice so served by hand, fax or post shall be deemed to have been duly given:

(i) in the case of delivery by hand, when delivered;

(ii) in the case of fax, at the time of transmission;

(iii) in the case of post, on the second business day after the date of posting (if sent by local mail) and on the seventh business day after the date of posting (if sent by air mail),

provided that in each case where delivery by hand or by fax occurs after 5 p.m. on a business day or on a day which is not a business day, service shall be deemed to occur at 9 a.m. on the next following business day.

(b) The addresses and fax numbers of the parties for the purpose of Clause 6.28(a) above are specified in paragraph 10 of Schedule 1.

(c) A party may notify the other party to this Agreement of a change to its name, relevant addressee, address or fax number for the purposes of this Clause 6.28, provided that, such notice shall only be effective on:

(i) the date specified in the notice as the date on which the change is to take place; or

(ii) if no date is specified or the date specified is less than five (5) business days after the date on which notice is given, the date following five (5) business days after notice of any change has been given.

(d) In proving such service it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered either to the address shown on it or into the custody of the postal authorities as a pre-paid recorded delivery, special delivery or registered post letter, or that the facsimile transmission was made after obtaining in person or by telephone appropriate evidence of the capacity of the addressee to receive the same, as the case may be.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

6.29 A person who is not a party to this Agreement (whether or nor such person shall be named, referred to or otherwise identified or shall form part of a class of persons so named, referred to or identified in this Agreement) shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce this Agreement or any of the terms of this Agreement.

GOVERNING LAW AND JURISDICTION

6.30 (a) This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Singapore.

(b) In respect of any legal action or proceedings arising out of or in connection with this Agreement, the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. That submission shall not affect the right of either party to institute proceedings in any other jurisdiction.

CIVIL EMERGENCY EXERCISES	6.31	The Licensee shall cooperate fully in all civil emergency exercises conducted by the Licensor or the LTA or any other statutory body or relevant authority at the Station. The Licensee agrees that the Licensor shall not be liable to the Licensee nor shall the Licensee have any claim against the Licensor in respect of any damage, loss (including loss of revenue or profit) or injury resulting from any such exercises.
BRANDING OF THE MACHINE(s)	6.32	The Licensee shall obtain the Licensor's prior written consent in connection with (i) the use, display or inclusion of any branding or label on or of the MACHINE(s) and (ii) any designs or logos used or displayed on the Licensed Premises whether or not such design or logo is owned by the Licensor.
REPRESENTATIONS AND WARRANTIES	7	Without prejudice to the warranties and terms implied by law or under this agreement, the Licensee further represents and warrants to the Licensor that: (a) it has full power and authority to enter into this Agreement; (b) it has full power and authority to install, operate and maintain the MACHINE(s); (c) any and all materials supplied or used by the Licensee in connection with or in relation to the MACHINE(s) or on the Licensed Premises do not infringe any intellectual property rights of whatever nature of any third party; and (d) the Licensee does not and will not use any intellectual property in respect of which any third party has any right, title or interest without such third party's consent and there are no outstanding claims against the Licensee for infringement of any intellectual property used (or which has been used) by it.
CLAUSE HEADINGS AND INTERPRETATION	8	(a) Clause headings are for ease of reference only and do not affect the construction of this Agreement. (b) Words importing the singular include the plural and vice versa, words importing a gender include any gender. (c) Except where the context otherwise requires, references to any party includes its successors and assigns. (d) The schedules and annexes form an integral part of this Agreement. (e) Any and all references in this Agreement to monies shall be in the currency of the Republic of Singapore unless otherwise stated.

IN WITNESS WHEREOF the parties hereto have set their respective hands the day and year first above written.

Licensor

SIGNED by _____ *a)
for and on behalf of **the Licensor**)
in the presence of:-)

_____ *b

Authorised Signature and Company Stamp

Name: _____*a

Designation: _____*d

_____*e

Witness

Name: _____*f

Facsimile No.: 65-6337 5110

Licensee

SIGNED by _____*a)
for and on behalf of **the Licensee**)
in the presence of:-)

_____ *b

Authorised Signature and Company Stamp

Name: _____*a

Identity Card/Passport No.: _____*c

Designation: _____*d

_____*e

Witness

Name: _____*f

Identity Card/Passport No.: _____*f

Facsimile No.:

NOTE:

*a Please insert name of signatory.
*b Authorised signatory to sign and insert Company Stamp (if applicable).
*c Please insert identification details.
*d For Company/Firm, please insert designation of signatory (eg. Managing Partner/Director etc).
*e Witness to sign (should be above 21 years old).
*f Please insert witness' name and identification details.

SCHEDULE 1

1.	Licensee	:	**<Company Name>** (Company Registration Number: <XXX>), a company incorporated in Singapore and having its registered office at <Registered Address>.
2.	Licensed Premises	:	All that portion estimated to contain an area of approximately **2.0 square metres** (per MACHINE) as set out in the table below, which said portion shall be more particularly detailed and delineated by the Licensor in the Notification attached in Schedule 3:
3.	Machine	:	<Description of Machine> Number may be increased with the written approval of the Licensor.
4.	Licence Period	:	<License Period> (both dates inclusive).
5.	Licence Fee	:	**S$**per month for each MACHINE comprising :- (a) monthly base licence fee of **S$<XXX>**; and (b) monthly service charge of **S$ <XXX>**; and (c) monthly utilities charge of **S$ <XXX>**; per month for electricity, light and power supplied to the Licensed Premises on the basis of one MACHINE at each of the <XX> stations as stated in Schedule 1.
6.	Security Deposit	:	Singapore Dollars $**<XXX>** being 3 month's Licence Fee per Machine (on the basis of <XX> MACHINEs). In the event that new machines are installed in any of the MRT Stations, the Licensee shall upon the Licensor's request, pay such amount as required by the Licensor so as to increase the amount of Security Deposit held by the Licensor under this paragraph 6 of Schedule 1.
7.	Licence-Fee Free Period	:	One (1) month from the date of the Notification.
8.	Fitting-Out/Reinstatement Deposit	:	Singapore Dollars S$<XXX> based on S$<XXX> per MACHINE (on the basis of <XX> MACHINEs.) In the event that new machines are installed in any of the MRT Stations, the Licensee shall upon the Licensor's request, pay such amount as required by the Licensor so as to increase the amount of Fitting-Out/Reinstatement Deposit held by the Licensor under this paragraph 8 of Schedule 1.
9.	Letter of Offer	:	Letter of Offer dated <Date> issued by the Licensor.
10.	Notices	:	**The Licensor** Address: 251 North Bridge Road Singapore 179102 Fax: (65) 6338 5972 For the attention of: Mr Chris Tan / Ms Josephine Lim

The Licensee

Address:
Fax:
For the attention of:

SCHEDULE 2

RULES AND REGULATIONS OF STATION

1. The Licensor shall from time to time specify the operational hours of the Station and the Mass Rapid Transit System (***said operational hours***).

2. The Licensor shall be entitled to close off, lock-off or otherwise control all entrances and access to the Station, and the common area or any part thereof and to prevent and prohibit any person (including the Licensee) from entering or remaining therein after the said operational hours.

3. The Licensee shall only conduct, be, or remain open for business at or during the said operational hours.

4. The Licensee shall be allowed entry to the Station after the said operational hours only if prior adequate notification has been given to the Station official and entry is subject to the clearance of proper identification papers produced by the Licensee or its agent, employee or representatives to the satisfaction of the Licensor's authorised representative.

5. Notwithstanding anything herein contained, the Licensor may at its discretion close off or lock all entrances and/or access to the Station, the Mass Rapid Transit System, common area or any part thereof in the event of any emergencies.

6. The Licensee shall not enter into the prohibited and/or restricted areas which are only accessible to persons authorised by the Licensor (including but not limited to the staff and/or live areas and substations).

7. The Licensee shall not enter into the areas in the Station in which payment of any fees is required prior to entry nor into any of the vehicles in the Mass Rapid Transit System unless and until payment of the amount and in the mode and manner required by the Licensor or any other statutory body and/or prescribed by the Rules and Regulations or any other rules and regulations prescribed by the Licensor or any other statutory body, has been made and the proper ticket, receipt or acknowledgement issued to the Licensee.

8. The Licensee shall ensure that its employees, suppliers, contractors, agents etc. shall not smoke or carry a lighted pipe, cigar, cigarette in any lift, vehicle, paid area or any part of the common area or the Station or any part thereof where the same is prohibited by notices posted by the Licensor or if prohibited by any authorised representative or employee of the Licensor or any other statutory body.

9. The Licensee or its employees or agents shall refrain from passing any article, good, material or substance over the ticket barriers installed in the Station.

10. The Licensee shall ensure that its contractors shall not carry out hot works, paintings (use of oil-based paint), use of hazardous material (such as thinner and turpentine exceeding 1 litre, kerosene, diesel) and fastening work using explosive power tools without prior written approval from the Licensor.

11. The Licensee, its employees, agents, suppliers and contractors shall not use the Station escalator for the transportation of goods, material, paints etc.

12. The Licensee shall not obstruct any component of the fire detection/protection system such as smoke or heat detectors, sprinklers and call points.

13. The Licensee shall not store any goods in the switchroom(s).

14. The Licensee shall not remove any fitting from the Mass Rapid Transit System such as sprinkler head, valves, main switchboard, metal or fibre plate, speakers, smoke or heat detectors without the prior written approval from the Licensor.

15. The Licensee shall not by means of any Machine provided by the Licensor in the Station change any coin or coins or any currency note or notes except for the sole purpose of purchasing a ticket or tickets from the Licensor or any other statutory body in the Station.

16. Lost property in or upon any part of the Mass Rapid Transit System shall be handed over by the Licensee to a duly authorised official or representative of the Licensor at the nearest station and no other person other than an official of the Licensor shall remove from any part of the Mass Rapid Transit System any property lost or left behind therein, except for the purpose of handing over the same to the duly authorised official or representative of the Licensor.

17. The Licensee shall not in any way obstruct or permit the obstruction of any walkways, pavements, entrances, passages, courts, corridors serviceways, vestibules, halls, roads, docks, stairways, elevators, hoists, escalators, fire or escape door or other parts of the common area or Station or any appurtenances or conveniences thereto.

18. The Licensee shall not in any way cover or obstruct any lights, sky-lights, windows or other means of illumination of the common area or of the Station generally.

19. The Licensee shall not throw or permit to be thrown, dropped or fall any articles or substance whatsoever from or out of the Licensed Premises, the common area or the Station or any part thereof and shall not place upon any sill, ledge or other like part of the Licensed Premises, the common areas or Station any articles or substance.

20. The Licensee will keep clean and free from dirt and rubbish such parts of the common area or Station or any public footpath or right of way as immediately adjoin the Licensed Premises.

21. The Licensee will use its best endeavours to protect and keep safe the Licensed Premises and any property contained therein from theft or robbery and shall keep all doors, windows and other openings closed and securely fastened on all occasions when the Licensed Premises are not in use or occupied and the Licensor reserves the right by itself or through its agents, caretakers, employees, servants and/or workmen to enter and fasten the same if left insecurely fastened.

22. No rubbish or waste shall at any time be burnt upon the Licensed Premises, the common area, Station or any part thereof.

23. Before any Machinery, safe or furniture is moved into or out of the Licensed Premises prior written notice must be given to the Licensor by the Licensee and the moving of the same must be done under the supervision of a person nominated by the Licensor and at a time approved by the Licensor and at no other time.

24. The Licensee shall advise the Licensor of the private address of the Licensee or if the Licensee shall be a corporation, of the manager thereof, or if there shall be more than one licensee of any two of them. The Licensor shall promptly be informed of any changes in any such address(es).

25. The Licensee shall not display or place or permit or suffer to be displayed or placed in or against any part of the Licensed Premises any cartons or boxes which may be visible from the exterior of the Licensed Premises or the Station or any part thereof.

26. Written confirmation (signed by the Licensee) shall be given to the Licensor on the handing over of the electrical distribution board complete with internal protection plate/shield that the Licensee shall be responsible for ensuring that such protection shield/plate shall not be removed at any time.

27. No further extension or alteration is to be carried out on the electrical installation or fire detection or protection within the Licensed Premises once the drawings are approved by the Licensor and the installation tested by an approved tester.

28. Any alteration/extension carried on the electrical installation without prior written approval of the Licensor shall be deemed to be illegal and shall be removed at the Licensee's expense.

29. The Licensee shall engage licensed electrical workers and/or qualified professionals to carry out periodic checks on the electrical installation and fire detection/protection systems in the Licensed

Premises, at frequencies in compliance with statutory requirements or at such times as may be requested by the Licensor.

30. The Licensee shall at all times observe and adhere to all rules and regulations of the Singapore Civil Defence Force (SCDF) as they are applicable.

31. The Licensee acknowledges that the Tiong Bahru, Raffles Place, City Hall, Somerset, Newton, Marina Bay, Braddell, Bugis, and Lavender SMRT stations are classified by the SCDF as Civil Defence (CD) Shelters and as such in respect of the Licensed Premises that are situated at the aforementioned SMRT station CD Shelters, the Licensee shall at all times comply with the following rules and regulations:

(a) Upon notification by the SCDF and or the Licensor, all fixtures, fittings, equipment, partitions and other installed items (except those items designed as shock resistant) shall be removed within 48 hours by the Licensee without damage to the ceilings, walls, floors, doors and other CD fittings and fixtures and at no cost to SCDF and/or the Licensor, to revert the said premises back to CD use in preparation for an emergency situation (as solely determined by the SCDF);

(b) All CD fittings and fixtures within the Licensed Premises shall remain accessible to the SCDF inspection and maintenance at all times;

(c) All technical submissions on proposed conversion works shall be submitted to the SCDF (Fire Safety Consultation Branch) and the Building Control Authority (BCA) for approval prior to the commencement of works; and

(d) Both the Licensor and the SCDF shall not be responsible or liable to reinstate or to pay for the cost of reinstatement of the Licensed Premises after an emergency situation.

SCHEDULE 3

NOTICE

(Using SMRT's Letterhead)

[*Insert Date]*

RE: LICENCE FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF MACHINE(s) at _____ SMRT STATION

1. We refer to the Licence Agreement dated _____ made between us (the "Licence Agreement"). Unless the context otherwise requires, the terms used in the Licence Agreement have the same meaning when used herein.

2. We hereby give you notice in accordance with Clause 1.2 of the Licence Agreement that we have allocated the premises to you for the installation, operation and maintenance of [*insert number]* MACHINE(s) at _____ Station as demarcated in the drawing attached herewith. You may commence work within thirty (30) days from the date hereof.

3. All the terms and conditions of the Licence Agreement shall apply to such installation, operation and maintenance of the MACHINE(s).

4. In acknowledgement, please sign and return the duplicate of this notice in confirmation of your understanding and acceptance of the above.

Yours faithfully

_____
[*Name of authorised signatory*]
[*Designation*]
SMRT TRAINS LTD

We Accept.

_____
<company name>
(Licensee)

Between

SMRT TRAINS LTD
(ROC: 19870233K)

And

<Registered Company>
<ROC: XXX>

LICENCE AGREEMENT

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