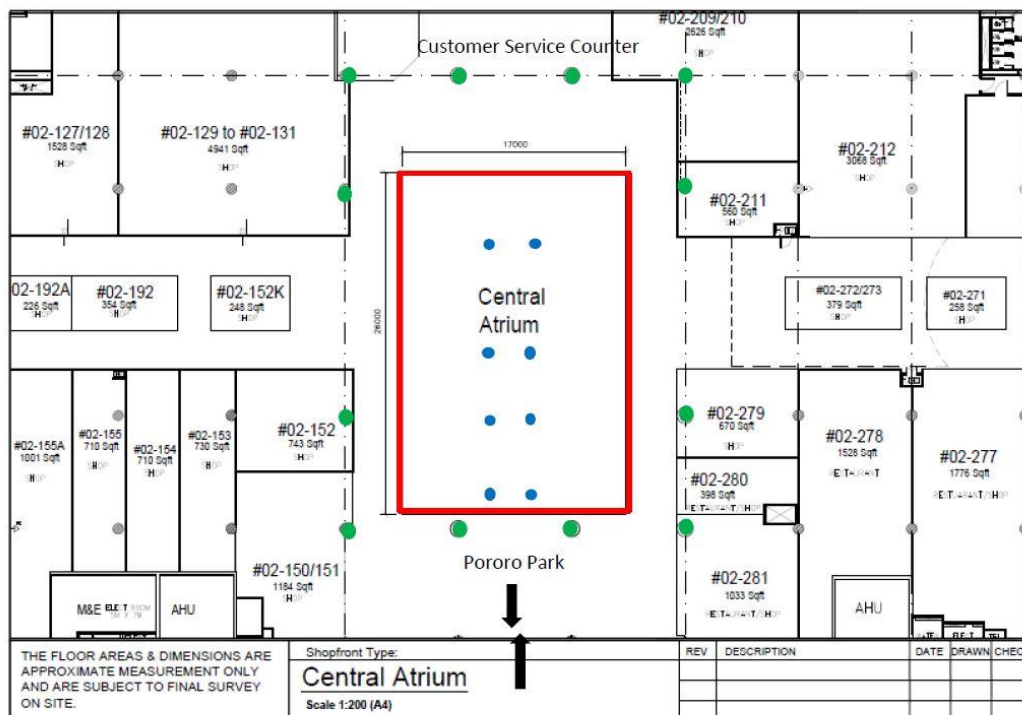


2023 年新加坡台灣旅遊產品展銷會 台灣館攤位設計及搭建案招標公告

財團法人台灣觀光協會(以下簡稱本會)受交通部觀光局委託，舉辦 2023 年新加坡台灣旅遊產品展銷會 (Taiwan Travel Fair)，針對本次活動分成「台灣展館設計搭建及營運」及「網路社群及現場宣傳活動」等兩個項目徵求承辦廠商，經費總預算新台幣 240 萬元整。茲就本活動概要說明如下：

壹、活動資訊

- 一、活動日期：4 月 7-9 日(五-日)，上午 10 時至晚上 10 時
- 二、活動地點：Marina Square - Central Atrium
地址：6 Raffles Blvd, 新加坡 039594
- 三、場地面積：442 平方公尺(17 公尺 x 26 公尺)
- 四、攤位面積：310 平方公尺



- Floor Power Point
- Pillar

貳、標案需求

一、台灣館設計搭建及營運

台灣館應依功能設計包括互動體驗、商務洽談、參展單位展桌及觀光局資訊櫃台等區域，並規劃合適之參觀動線，預算及需求詳述如次：

(一) 預算：新台幣 210 萬元整，含稅。

*廠商須以新台幣報價，最後執行經費須再經由本會議價後訂定；如為外國廠商，且上述價金須以外幣支付時，外幣兌換以付款當日之匯率為準。

(二) 展館設計主題及規格

1. 以「幸福台灣」做為台灣館設計主軸，強調台灣意象，呈現台灣豐富的觀光旅遊元素。
2. 以觀光局訂定之「Taiwan」英文字 LOGO 呈現於顯眼高處，使觀展者從遠處便可輕易辨識台灣館。
LOGO CIS 請至下列網站下載：
<https://admin.taiwan.net.tw/Organize/CIS/CIS03.htm>
3. 整體展區以分區概念規劃，活動及推廣區須具穿透性，動線規劃利於參觀，須規劃適合參觀者拍照區域，有至少一面主視覺牆面，營造台灣現代、都市感，如台北 101、高鐵、捷運等意象，以傳達展館主體設計概念。
4. 若租借場館允許，設計須包含超高/吊點/懸升氣球(3 擇 1)增加展館能見度，如 Taiwan logo、造型氣球或具代表台灣意象模型(如台北 101、珍珠奶茶、小籠包等)。或建議搭配實景製作物，以使觀展者有身歷其境之感受與互動體驗。
5. 台灣觀光諮詢服務台：須備有儲藏文宣空間、配置插座、牆面設計以台灣地圖為主要元素。
6. 台灣業者展桌：約 10 張(須配置插座、櫃子、椅子)。

7. **新加坡業者展桌**：約 10 個攤位，每攤約須 2*2 平方公尺(可視展攤面積大小調整，於活動報名結束後提供確切張數)，須配置單位名、背景海報設計及輸出、插頭、置物櫃。
8. **舞台區**：配合攤位面積設計，須含 PA 系統、LED 電視牆。
 - (1) 展館整體結構中至少須有一面高規格 LED 電視牆
 - A. 展館高六米以上，螢幕尺寸：寬 8 米*高 4-5 米(尺寸 16:9)且解析度達 P3 以上。
 - B. 展館高四米，螢幕尺寸：寬 6-8 米*高 3 米(尺寸 16:9)且解析度達 P3 以上。
 - C. 展館高四米以下，螢幕尺寸：寬 3.5-4 米*高 2 米(尺寸 16:9) 且解析度達 P3 以上。
 - (2) 製作、輸出舞台時間表(W80*H180cm，含設計)。
9. **DIY 體驗活動區**：DIY 活動須提供教學用麥克風和小蜜蜂擴音器至少兩組、2 張桌子、12 張椅子及插座(至少兩個)。
 - (1) 互動體驗區：由廠商自行提案(須含人力配置)。
 - (2) 規劃可於舞台互動之科技遊戲。
10. **洽談區**：依空間設計調整，3 組討論桌椅(3 張桌子、9 張椅子)。
11. **倉庫**：1-2 間，設計外觀盡量隱藏儲藏室空間，且須備置物層架(耐重物)、飲水設備(含飲水機及飲用水 10 桶)、插座(至少 2 個)，每一儲藏空間須備 2 把鑰匙。
12. **其他設備**：大型垃圾桶、小型垃圾桶(至少 8 個)、垃圾袋、延長線(至少 5 條)

(三) 人力配置

1. 海(空)運物品進場時，須提供人力協助搬運文宣至定位；展後須協助撤場，並將展品運回辦事處，費用另計。
2. 展銷會期間安排

- (1) 具活動相關經驗之**主持人一名**，並須具備當地及中文/英文語言能力(配合展出時間每日 8-10 小時)。
- (2) 專業平面兼動態攝影師一名(配合展出期間日數，且每日至少 8-10 小時)。
- (3) 展場須派駐通曉中文(或本會同意之語言能力)專責人員至少一名，於展銷會進場搭建及展出期間，負責聯絡協調展場裝潢、電力設備及維護相關事宜。

(四) 注意事項

1. 須配置上述區域充足之燈光照明及各項設備所對應之電源、插座及延長線等設計，若因現場燈光不足，須配合增加照明設備，費用則由廠商吸收。
2. 本案報價須包含電力申請(展館所須電力之一切相關費用)、電費、工程施作及場地規費等費用。
3. 非標準攤位，採特色展館設計。
4. 其他項目依各案實際狀況調整。
5. 隨案檢附結案報告書乙份，須含設計圖稿、台灣館現場照片、建議事項。
6. 響應永續環保，建議以綠色環保展館思維構思設計為佳，增加可循環使用建材元素。
7. 防疫措施：如當地政府、租借場館要求，請配合規劃適當措施。

二、台灣館網路社群及現場宣傳活動

(一)預算：新台幣 30 萬元整，含稅。

*廠商須以新台幣報價，最後執行經費須再經由本會議價後訂定；如為外國廠商，且上述價金須以外幣支付時，外幣兌換以付款當日之匯率為準。)

(二)活動說明

1. 請規劃展前網路社群媒體宣傳活動，並將網路活動連結至展銷會現場。
2. 活動形式不拘，請提供完整活動規劃書。
3. 展銷會結束後須提供活動執行效益報告。

參、招標方式及截止時間

一、本國廠商與外國廠商皆可參加，外國廠商可逕行投標或委託國內代理廠商代為投標。

二、投標應檢附下列文件(A4 尺寸印製、裝訂)

(一) 公司簡介及公司登記證明

(二) 最近一期所得稅或營業稅完稅證明文件

(三) 繁體中文企劃書紙本三份，須包含

1. 展館設計圖：至多提供 2 款設計。
2. 設計理念說明(約 100-200 字)。
3. 平面配置圖。
4. 活動規劃：含活動及互動裝置提案。
5. 辦理期程規劃。
6. 設計師獲獎作品集及介紹。
7. 承接跨國(東協國家尤佳)展覽施工相關工作之成果及經驗證明。
8. 企劃書電子檔(光碟或隨身碟)1 份。

(四) 報價單：以含稅新台幣報價。(含各項目之明細報價，各案報價不得超過預算經費，並加蓋公司及負責人印鑑章。)

以上文件請**統一以 A4 尺寸印製裝訂**，並於截止時間前以掛號寄達或親送至本會(葉筑鈞小姐收)，郵寄地址：台灣台北市忠孝東路 4 段 285 號 8 樓之 1，電話：+886-2-2752-2898#40 (請於信封註記-投標 2023 年新加坡地區觀光推廣活動台灣館設計

及搭建需求)。

三、投標截止日及時間：2023 年 2 月 24 日(五)台灣時間下午 5 時整。(以送達本會時間為準，非郵戳時間。)

肆、評選及決標方式

一、評選辦法

(一)投標廠商皆須派員出席評選會，並以中文進行簡報及問答，未出席者則喪失資格。

(二)國外廠商得以視訊方式參與評選會。

(三)投標廠商若超過四家(不含)以上，將進行兩階段評選。「第一階段初審」以書面評選，參加「第二階段複審」之廠商，則按前述(一)、(二)之評選辦法進行。

二、決標方式：本案為專業性之勞務採購，以展館設計、服務品質、活動內容及價格為評選標準。

三、決標日期：另訂(不公告)。

伍、其他

一、廠商應充分了解並遵守場地方之相關規定，如因廠商疏忽造成本會之權益損失，廠商應負賠償之責任。

二、廠商資格證明文件不符資格，企劃書逾期送達者，則取消評選資格。

三、投標廠商所提廠商資格證明文件及企劃於規定日期送達後，不得要求更換或補充任何資料，得標與未得標之企劃書等，本會均不予退還。

四、本會不負擔企劃書撰寫及提送等一切費用。

五、得標設計圖須配合修改至定稿。

陸、廠商得標後，應於議價完成日起 15 日內與本會簽訂契約，逾期未簽訂者，視同放棄資格，2 年內不得參與本會委託業

務之甄選。但因其它不可歸責於該廠商之事由，經本會另訂適當期限，而於期限內完成簽約者，不在此限。

柒、本案招標業務內容之查詢，請逕洽謝祥元專員，電話+886-2-2752-2898 分機 35，電子信箱：hsiangyuan@tva.org.tw。

備註：本案係配合觀光局「112 年國際觀光行銷推廣業務委託案」辦理，若遇不可抗力因素，本會得部分取消、終止或解除本案。

2023 年新加坡台灣旅遊產品展銷會

台灣館攤位設計及搭建工程契約書

財團法人台灣觀光協會(以下簡稱甲方)為委託_____ (以下簡稱乙方)辦理「2023 年新加坡台灣旅遊產品展銷會台灣館攤位設計及搭建案」而訂定本契約，共同遵守條款如下：

第一條 履約地點: Marina Square - Central Atrium

第二條 期限: 各案工程應依本契約下列期限(不論晴雨天)完成。

- 一、進場施工及完成時間：2023 年 4 月 6 日上午 08:00 時前
- 二、完成拆除時間：2023 年 4 月 10 日上午 08:00 時前

第三條 履約標的：如附件企劃書。

第四條 施 工：

- 一、乙方於施工前，應將工程設計圖及報價單提供予甲方取得核可後，作為本工程之施工規範。
- 二、除另有約定外，本工程所需之機具、材料，概由乙方負責提供；進場施工時，並自行負責保管其材料、機具之財產安全管理。
- 三、施工期間，甲方得隨時派員檢驗工程品質，如發現品質不佳，或有不當措施恐危及工程安全時，得請求乙方立即停工、限期改善或拆除重做，乙方應即照辦。
- 四、乙方應嚴守展館裝潢規定事項，並負責於布置完成後至進場結束日前，將裝潢材料及廢料全部清除運離展場，且於展覽結束後按時限內拆除及運離所有裝潢物品。
- 五、乙方須事先熟悉展場租借收費規定，於施工(進/佈/退場)及展覽等期間，因工程施作因素而需增加費用之項目，應列於報價單中並告知甲方；其因乙方未諳規定而衍生原報價以外之相關費用(包含但不限水電費、吊點費、延遲費)，概由乙方負責。

第五條 工程增減：

- 一、甲方於工程進場前，有修改及增減工程數量、項目之權利，乙方應即照辦；其修改或增減數量者，依契約所附之單價，計算增減金額；其新增項目者，由雙方另議單價，計算增減金額。
- 二、經甲方確認並交由乙方已製作之項目或數量若有增減時，甲方需依據實際已製作項目核實給付乙方。
- 三、甲方於工程進場後，有修改或增減工程數量、項目之需求時，經乙方評估可行後，由雙方另議單價，計算增減金額；其金額不得超過總價之百分之十，有超過之必要者，另依第十二條契約變更規定辦理。

第六條 契約價金及給付條件：

- 一、本案契約價金含稅為新臺幣_____萬元整。

(一) 簽約後 14 日內，甲方應撥付乙方契約價金百分之十；計____幣
_____元整。

(二) 各案於展攤設計圖定稿後，甲方應撥付各案契約價金之百分之四十

(三) 各案完成驗收後 30 日內，甲方應撥付乙方契約價金餘款。

第七條 驗收:

一、 乙方應於完成拆除時間後 7 個工作天內提送結案報告電子檔 1 份，配合甲方辦理驗收；其報告書應包含下述內容：

(一) 各項設計物之設計稿及現場實際照片

(二) 各項設計物經費支出表及未來改進建議。

二、 結案報告如甲方認定有待改善者，乙方應配合甲方意見修正並改善。

三、 履約標的完成後，乙方應將現場堆置的履約機具、器材、廢棄物及非契約所應有之設施全部運離或清除，經甲方勘驗認可，始得認定為完成履約。

四、 乙方履約結果經甲方初驗或驗收有瑕疵者，甲方得通知乙方限期改善。

五、 乙方不於前款期限內改善、拒絕改善或其瑕疵不能改善，或經再次通知限期改善仍未能改善完成者，甲方除依本契約計算逾期違約金外，並得採行下列措施之一：

(一) 自行或使第三人改善，並得向乙方請求償還改善必要之費用。

(二) 終止或解除契約或減少契約價金。

六、 因可歸責於乙方之事由，致履約有瑕疵者，甲方除依前款規定辦理外，並得請求損害賠償。

第八條 乙方應於履約期間依據展覽之規定辦理各項保險，及取得搭建建築審核證明。於展前辦妥保險及審核後，將保單及審核證明或相關文件交予甲方備查。

第九條 智慧財產權

一、 乙方及其員工、供應商或承攬人為履行本契約所訂服務事項而創作或作成之一切計畫、建議書、說明、草圖、標誌、設計、完稿、圖表、影片、照片、錄影帶、文件及其他使用於媒體之任何形式之資料等(以下簡稱本約著作)，均應以甲方為著作權人。乙方應與其員工、供應商或承攬人簽立書面著作權契約或其他適法之文件，並採取必要措施，俾確保本約著作之著作人格權及著作財產權均歸屬甲方所有。但該智慧財產權依法已屬創作人所有者，乙方應負責為甲方取得該智慧財產權或其使用權。

二、 乙方應保證其與第三人依本約完成之著作或其他成果，絕無侵犯他人著作權或其他智慧財產權或違反公平交易法之情事。若有此類情事發生，乙方除自負一切法律責任外，並應完全而有效地保障甲方不受任何損害，且應賠償甲方因此所遭受之一切損害，包含但不限於訴訟費、律師費及所負擔之賠償金。

三、 依據本約著作或其他資料，無論係乙方所創作或購買，其所有權及使用權歸屬於甲方，乙方應負責保管所有此等資料，且應於甲方要求時，立

即送交甲方。

- 四、除另有規定外，乙方如在契約使用專利品，或專利性履約方法，或涉及著作權時，其有關之專利及著作權益，概由乙方依照有關法令規定處理，其費用亦由乙方負擔。

第十條 延遲履約：

- 一、如乙方有下列情事之一者，每逾 1 小時甲方得就契約價金之百分之一，要求乙方給付逾期違約金，直至完工止；甲方並得不經定期催告進行解除或終止契約，如有損害，甲方並得請求損害賠償。但因不可抗力之因素或不可歸責於乙方之原因，經甲方查明確實者，得免去給付違約金之一部或全部：

- (一) 乙方對裝潢布置進行有遲滯之事實。
- (二) 乙方有未依約現場監造，提供現場甲方或廠商協調服務之事實。
- (三) 甲方認為不能依期限完工致甲方受有損害，或乙方發生變故不能履行責任。
- (四) 乙方未依約履行、延誤展館裝潢，或所提供之裝潢有瑕疵致甲方或第三人有所損害。

- (五) 乙方未依照本契約約定之時間承建、裝潢、完工或拆除。

- 二、乙方有下列情形之一者，甲方得解除或終止契約，除退還甲方依第六條撥付之費用外，並須賠償甲方契約價金之百分之五十：

- (一) 未能於開展前 (如展出當日 08:00) 完工，致無法如期展出。
- (二) 未依甲方審查通過之內容執行、製作，致無法達成原定展出效能之目的。

- 三、乙方應按甲方確認之設計圖施工，不得使用仿製、搖晃不穩及汙損之劣質攤位組合系統及家俱設備，或甲方認定有偷工減料及品質粗糙情節，經甲方限期改善而仍未改善者，甲方得終止本契約，並得依據契約扣除不合規定項目之契約報價作為違約金。

- 四、乙方未依約履行、延誤展館裝潢或所提供之裝潢有瑕疵致甲方、參展廠商或第三人有所損害者，應無條件賠償參展廠商及甲方所遭受之各種損失。

- 五、乙方因甲方變更規格或可歸責於甲方之事由，致無法於規定時間內完成或因而延遲執行時，免負違約責任。但仍應竭盡所能，設法排除、救濟或克服以上事由，儘速履行其義務。

- 六、甲、乙雙方因下列天災或事變等不可抗力或不可歸責於契約當事人之事由，致未能依時履約者，得展延履約期間；其不能履約者，得免除契約責任，契約當然終止：

- (一) 戰爭、封鎖、革命、叛亂、內亂、暴動或動員。
- (二) 山崩、地震、海嘯、火山爆發、颱風、豪雨、冰雹、水災、土石流、土崩、地層滑動、雷擊或其他天然災害。
- (三) 墜機、沉船、交通中斷或道路、港口冰封。

- (四) 罷工、勞資糾紛或民眾非理性聚眾抗爭。
- (五) 毒氣、瘟疫及傳染疾病、火災或爆炸。
- (六) 履約標的遭破壞、竊盜、搶奪、強盜或海盜。
- (七) 履約人員遭殺害、傷害、擄人勒贖或不法拘禁。
- (八) 水、能源或原料中斷或管制供應。
- (九) 核子反應、核子輻射或放射性汙染。
- (十) 非因廠商不法行為所致之政府或機關因法令下達停工、徵用、沒入、拆毀或禁運命令者。
- (十一) 政府法令之新增或變更。
- (十二) 我國或外國政府之行為。
- (十三) 參加之活動經主辦單位取消或延期。
- (十四) 依發生傳染病防治法第 3 條所定傳染病且足以影響契約之履行時。

第十一條 權利及責任

- 一、 因業務需要於契約履行過程中，由甲方交付乙方使用之資料、文件，不論任何形式，甲方對其保留所有法律上之權利，乙方除契約履行使用目的外，非得甲方之事前書面同意，不得對該等資料、文件主張任何權利，或以任何形式、方法，對外使用或交付允許他人使用之。
- 二、 乙方應擔保第三人就履約標的，對於甲方不得主張任何權利。
- 三、 乙方履約時侵害第三人權益者，應由乙方負責處理並承擔一切法律責任及費用，包括甲方因此所發生之費用。甲方因而受損害者，並得請求損害賠償。
- 四、 乙方履約結果涉及履約標的所產出之智慧財產權（包含專利權、商標權、著作權、營業秘密等）者，甲方有權無償利用該智慧財產權 3 年。
- 五、 除附件企劃書另有規定外，乙方在契約使用專利品，或專利性履約方法，或涉及著作權時，其有關之專利及著作權益，概由乙方依照有關法令規定處理，其費用亦由乙方負擔。
- 六、 甲、乙雙方應採取必要之措施，以保障他方免於因契約之履行而遭第三人請求損害賠償。其有致第三人損害者，應由造成損害原因之一方負責賠償。
- 七、 甲方對於乙方、分包廠商及其人員因履約所致之人體傷亡或財物損失，不負賠償責任。對於人體傷亡或財物損失之風險，乙方應投保必要之保險。
- 八、 乙方履約有瑕疵時，應於接獲甲方通知後自費予以修正或重做。

第十二條 契約變更

- 一、 甲方於必要時得於契約所約定之範圍內通知乙方變更契約(含新增項目)，乙方於接獲通知後，除雙方另有協議外，應於 10 個工作日內向甲方提出契約標的、價金、履約期限、付款期程或其他契約內容須變更之相關文件。
- 二、 乙方於甲方接受其所提出須變更之相關文件前，不得自行變更契約。除

甲方另有請求者外，乙方不得因前款之通知而遲延其履約期限。

- 三、 甲方於接受乙方所提出須變更之事項前，即請求乙方先行施作或供應，而其後未依原通知辦理契約變更或僅部分辦理者，應補償乙方所增加之必要費用。
- 四、 契約約定之標的，有下列情形之一者，乙方得敘明理由，檢附規格、功能、效益及價格比較表，徵得甲方書面同意後，以其他規格、功能及效益相同或較優者代之；其因而減省乙方履約費用者，應自契約價金中扣除。但不得據以增加契約價金：
 - (一) 契約原標示之廠牌或型號不再製造或供應。
 - (二) 契約原標示之分包乙方不再營業或拒絕供應。
 - (三) 因不可抗力原因必須更換。
 - (四) 較契約原標示者更優或對甲方更有利。
- 五、 契約之變更，非經甲方及乙方雙方合意，並於變更契約書簽名或蓋章者，無效。

第十三條 契約終止或解除

- 一、 乙方履約有下列情形之一者，甲方得以書面通知乙方終止或解除契約，且不補償乙方因此所生之損失。甲方如受有損害，得追償相關損失：
 - (一) 因可歸責於乙方之事由，致延誤履約期限，情節重大。
 - (二) 偽造或變造契約或履約相關文件，經查明屬實。
 - (三) 無正當理由而不履行契約。
 - (四) 審查、查驗或驗收不合格，且未於通知期限內依規定改正。
 - (五) 有破產或其他重大情事，致無法繼續履約。
 - (六) 乙方未依契約規定履約，自接獲甲方書面通知之次日起 10 日內或書面通知所載較長期限內，仍未改善。
- 二、 甲方未依前款規定通知乙方終止或解除契約者，乙方仍應依契約規定繼續履約。
- 三、 乙方未依契約規定履約者，甲方得隨時通知乙方部分或全部暫停執行，至情況改善後方准恢復履約。乙方不得就暫停執行請求延長履約期限或增加契約價金。
- 四、 除契約另有約定外，履行契約需甲方之行為始能完成，因可歸責於甲方之事由而甲方不為其行為時，乙方得定相當期限以書面或電子郵件方式催告甲方為之。甲方不於前述期限內為其行為者，乙方得以書面或電子郵件通知甲方終止或解除契約。

第十四條 特約條款

- 一、 乙方之聯絡人應通曉中文或甲方同意之其他語文。未通曉者，乙方應備翻譯人員；其翻譯之正確性，由乙方負責。
- 二、 乙方應於展覽現場派員 1 名具中文或甲方同意之語言能力之聯絡人負責協調與管理，並於進場日起至展覽結束日止全程負責展館裝潢及相關電力設備及維護。

三、展覽期間，經甲方通知乙方，乙方應於限定之期間內立即處理現場緊急狀況。

第十五條 契約保密義務

雙方就契約之履行，互負相關之保密義務；其契約終止或解除後，亦同。

第十六條 爭議處理

一、甲方與乙方因履約而生爭議者，應依法令及契約規定，考量公共利益及公平合理，本誠信和諧，盡力協調解決之。其未能達成協議者，得以下列方式處理之：

(一) 提起民事訴訟。

(二) 聲請調解。

(三) 依契約或雙方合意之其他方式處理。

二、前款民事訴訟，雙方同意以中華民國臺灣臺北地方法院為第一審管轄法院。

三、本契約之訂立、修改、效力、履行與解釋，悉依中華民國法令。

本契約正本壹式兩份，由甲、乙雙方簽名或蓋章後各執壹份為憑。

立契約書人：

甲 方：財團法人台灣觀光協會

代表人：葉菊蘭

統一編號：03791409

地 址：台北市忠孝東路四段 285 號 8 樓之 1

電 話：02-27522898

乙 方：

代表人：

統一編號：

地 址：

電 話：

2 0 2 3 年 月 日

SCHEDULE 1

Paragraph	Term	Particulars
1.	Licensed Area	The space located in Central Atrium (SP001-SP004) of the Shopping Mall comprising an area of approximately four hundred forty two (442) square metres with dimensions of seventeen (17) metres x twenty six (26) metres and more particularly shown edged red in the plan annexed hereto as Appendix B for purposes of identification only.
2.	Licence Period and Commencement Date	A period of six (6) days commencing from 04 / 04 / 2023 to 09 / 04 / 2023.
3.	Event	TAIWAN TRAVEL FAIR 2023
4.	Operating Hours	10 a.m. to 10 p.m.
5.	Time for setting-up	From 10 p.m. on 03 / 04 / 2023 to 8 a.m. on 04 / 04 / 2023
6.	Time for dismantling and removal	From 10 p.m. on 09 / 04 / 2023 to 8 a.m. on 10 / 04 / 2023
7.	Comprehensive Public Liability Policy Amount	S\$2,000,000.00 in respect of any one occurrence

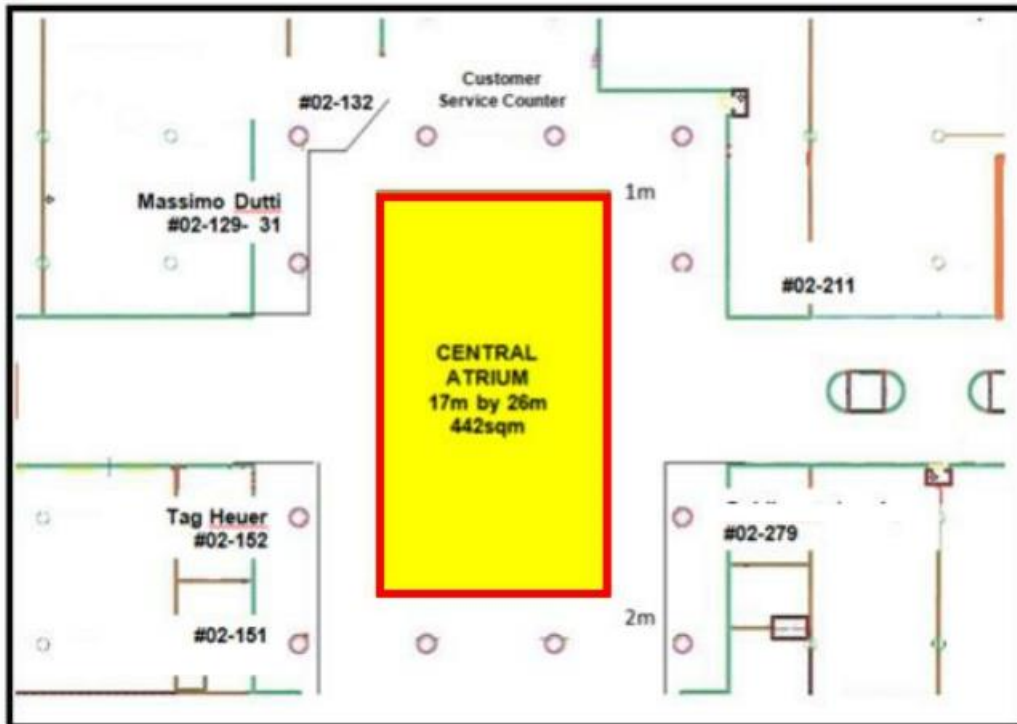
SCHEDULE 2

Special Conditions

1. No radio and/or television aerials or loudspeakers or any other similar device shall be erected or used in the Licensed Area or any part of the Shopping Mall without the prior written consent of MCH. Should any radio and/or television aerials or loudspeakers be approved for use by MCH, the approved radio and/or television aerials or loudspeakers are to be erected or used in the Licensed Area only and their audio level should not at any time exceed 75 decibels or such other level as MCH may determine from time to time.

APPENDIX B

THE PLAN



APPENDIX A

1 APPROVALS

- 1.1 You shall not without the prior written consent of Marina Centre Holdings Pte Ltd (the "**Licensor**") and/or the relevant authorities commence and carry out any erection of structures or affixing of any fixtures, fittings or furnishing or any other works (the "**Installation Works**").
- 1.2 You shall submit to the Licensor for its written approval two (2) weeks prior to the commencement of the Licence Period (a) a colored 3D perspective layout plan, (b) the plans, designs and specifications (including but not limited to the dimensions of each visual display, if any) for the Installation Works, (c) the details of promotions and/or activities and (d) a list of merchandises to be sold and; (e) the contents of the Event (including, where applicable, on-site product or service demonstration).
- 1.3 You shall be responsible at your own cost and expense for obtaining, two (2) weeks prior to the commencement of the Licence Period, all approvals, consents, licences and permits from all relevant authorities (including but not limited to the Singapore Civil Defence Force (Fire & Safety Bureau) and the Public Entertainment Licensing Unit) required for the Event (as defined in **Clause 7 of the Licence Agreement**) and your use of and operations at the Licensed Area and for keeping in force and complying with all such approvals, consents, licences and permits throughout the Licence Period. Copies of such approvals, consents, licences and permits shall be furnished to the Licensor seven (7) days prior the commencement of the Licence Period.
- 1.4 In no event shall the Licensor be held responsible if any approval, consent, licence or permit is not granted by the relevant authority. There shall be no refund to you any sum paid to the Licensor in the event any such approval, consent, licence or permit is not granted.
- 1.5 You shall inform the Licensor of any change to the Event, the promotions, the activities, the merchandises the Installation Works or the layout plan approved by the Licensor. Prior written approval of the Licensor shall be obtained before making such changes.
- 1.6 You shall submit particulars of your employees and third party contractors, if any, appointed to supply and set up the Event.
- 1.7 The Licensor may, upon request and in its sole discretion, endorse your application(s) to the relevant authorities for the applicable approvals, consents, licences and permits. The endorsements are subject to such terms and conditions which the Licensor may impose as it deems fit.
- 1.8 You hereby warrant that you have obtained the rights to use all intellectual property rights or know-how of third parties, local or foreign, (including but not limited to rights or know-how relating to trademarks, tradenames, patents, copyright, design and service marks) (the "**Intellectual Property Rights**") in connection with the Event, your business and your use of and operations at the Licensed Area (including but not limited to any item or service to be sold in, at, on or from the Licensed Area and the advertisement thereof) and so far as you are aware no claims of such infringement or passing-off have been made nor is the Event or any part thereof the subject of any claims or proceedings, actual or threatened.
- 1.9 You shall ensure that all licences, franchise agreements or other documents (if any) in connection with holding the Event in the Licensed Area shall be valid throughout the Licence Period. You shall provide the Licensor with copies of all licences or franchise

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agreements or other documents under which you operate the Event if required by the Licensor. You shall notify the Licensor in writing of any withdrawal, termination, reduction of the period to less than the unexpired Licence Period, or any variation in any manner whatsoever, of the franchise, licence or such other right under which you operate the Event, together with a copy of any document evidencing the same.

2 SECURITY DEPOSIT

- 2.1 The Security Deposit shall be held by the Licensor as security for the due performance and observance by you of the terms and conditions of the Licence Agreement (including but not limited to withholding for contingent liability) as a security for any claim by the Licensor at any time against you in relation to any matter in connection with the Licensed Area or the Event whether the Licence Agreement is subsisting or not. The Licensor shall be entitled to set off the Security Deposit against any sum owing from you to the Licensor whether arising under the Licence Agreement or otherwise.
- 2.2 So long as you shall duly observe and perform your obligations under the Licence Agreement, and subject to any deduction or forfeiture under the terms and conditions of the Licence Agreement, the Licensor shall refund to you without interest within sixty (60) days of the expiry of the Licence Period or within sixty (60) days of the realisation of your last contingent liability or the settlement of the last outstanding claim under the Licence Agreement, whichever is the latest, the Security Deposit less all amounts lawfully deducted or withheld therefrom under the Licence Agreement.
- 2.3 You shall not be entitled to set off or apply any part of the Security Deposit against any Licence Fee or other sums owing to the Licensor.
- 2.4 If you shall commit a breach of any of the terms and conditions of the Licence Agreement, the Licensor shall be entitled to apply the Security Deposit or any part thereof in or towards the payment of amounts outstanding or making good any breach by you or deduct from the Security Deposit the loss or costs and expense incurred by the Licensor occasioned by such breach, but without prejudice to any other right or remedy which the Licensor may be entitled to. You shall on written demand by the Licensor deposit with the Licensor an amount equivalent to the sum applied or deducted by the Licensor from the Security Deposit.
- 2.5 All cheques should be made payable to **Marina Centre Holdings Pte Ltd.**

3 INSURANCE, LIABILITY, INDEMNITY & RISKS

- 3.1 Notwithstanding anything contained in the Licence Agreement, the Licensor shall not be liable to you nor shall you have any claim against the Licensor in respect of:
- i) any failure or inability of or delay by the Licensor in fulfilling any of its obligations under the Licence Agreement or any interruption in any of the utilities or services to be provided by the Licensor by reason of necessary repair or maintenance of any installation of apparatus or damage thereto or destruction thereof or by reason of mechanical or other defect or breakdown or by reason of any circumstances beyond the Licensor's control (including but not limited to fire, escape of water, flood, riot, act of God, civil commotion, curfew, emergency, labour disputes or shortage of manpower, fuel, materials, electricity or water;

APPENDIX A

- ii) any act, omission, default, misconduct or negligence of any porter, attendant or other servants or employees, independent contractor or agent of the Licensor or the Management Corporation Strata Titles Plan No. 2190 (the “**Management Corporation**”) in or about the performance or purported performance of any duty relating to the provision of the services or obligations;
 - iii) any damage, injury, disruption or loss howsoever or wheresoever caused by any other person in the Licensed Area, the Shopping Mall or Marina Square (including but not limited to any of the same arising from actions taken or omitted to be taken by any relevant authority);
 - iv) damage, injury or loss arising out of leakage in the piping, wiring and/or sprinkler system in the Licensed Area or Marina Square and/or defect (inherent or otherwise) in the structure of Marina Square;
 - v) any death, injury, loss or damage resulting from short circuit of electrical wiring, explosion, falling plaster, leakage or escape of water, or arising out of any leakage or defect of the Licensed Area or the wiring and sprinkler system in or the structure of the Licensed Area, Marina Square or any part thereof;
 - vi) any death, injury, loss or damage caused by any act consumption, disruption or cessation of supply of water, gas, electricity or any other services/utilities supplied by any supplier or authority;
 - vii) any loss or damage that may be suffered by you resulting from any subsidence or cracking of the slabs and aprons of Marina Square;
 - viii) any damage to property (whether belonging to you or to others) entrusted to the Licensor’s officers, servants, employees or agents in Marina Square;
 - ix) any diminution or obstruction of light, air or view by any building or structures that may be erected within or adjacent to Marina Square or any part thereof or the Licensed Area;
 - x) any failure or delay by the Licensor in the taking or implementing of any measure or the insufficiency of any such measures taken by the Licensor, to prevent any outbreak or spread whatsoever of any infectious disease in Marina Square;
 - xi) any terrorist act (as defined or described under any law) regardless of any other cause or event contributing concurrently or in any other sequence to the loss (including, but not limited to, any action taken in controlling, preventing, suppressing or in any way relating to any terrorist act);
 - xii) any indirect, consequential or special loss or damage.
- 3.2 Notwithstanding anything contained in the Licence Agreement, your obligations under the terms and conditions of the Licence Agreement including but not limited to your obligation to any sums shall in no way be abated, affected, impaired or excused nor shall the Licensor be in any way liable for damages to you if the Licensor is unable to fulfill any of its obligations under the Licence Agreement, or to supply or is delayed in supplying any utilities or services or is unable to make, or is delayed in making, any repair, addition(s), alteration(s) or decoration(s) where such delay or inability is caused by circumstances

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beyond the control of the Licensor (including but not limited to the existence or occurrence of riots, civil commotion, curfew, emergency, labour disputes, strikes, lockouts and/or floods).

- 3.3** You shall at your own cost and expense throughout the Licence Period take out and keep in force in the joint names of the Licensor and you comprehensive public liability insurance against claims for personal injury, death or property damage or loss arising out of your use of or operations at or from the Licensed Area or in connection with the Event in an amount not less than the sum specified in **paragraph 9 of schedule 1** or such higher amount or amounts as may from time to time be specified by the Licensor which shall include a provision for waiver of subrogation against the Licensor and a provision to the effect that the liability of the insurer to pay under such policy should not be vitiated by the act, default, omission or negligence of any party to such policy. Such policy shall be extended to include but shall not be limited to your legal liability for loss of damage to the Licensed Area (including but not limited to all furniture, plate and tempered glass, fixture and fittings in the Licensed Area) and in this regard, you shall ensure that the relevant exclusion in the public liability policy relating to the property in your or any of your servant's care, custody or control be deleted entirely. The insurance policies shall include a cross liability clause.
- 3.4** You shall not bring into the Licensed Area or do or suffer to be done or allow any act, matter or thing upon the Licensed Area or keep anything in the Licensed Area which may directly or indirectly:
- i) increase the premium for fire insurance for the Shopping Mall or any part thereof (including but not limited to the Licensed Area or any part thereof);
 - ii) vitiate or render void or voidable any insurance policy on the Shopping Mall or any part thereof (including but not limited to the Licensed Area or any part thereof) against loss or damage by fire or other risks;
 - iii) offend against the orders, notices, requirements, rules or regulations of any relevant authority or the provisions or any statute; or
 - iv) be contrary to any by-laws, notices, rules or regulations of the Licensor and/or the Management Corporation.
- 3.5** You shall upon written notice from the Licensor immediately pay any extra premiums incurred by the Licensor on account of extra risk resulting from the breach of **Article 3.4** above.
- 3.6** All policies of insurance required to be effected by you under the Licence Agreement shall be taken out with an insurance company approved by the Licensor and copies of such policies of insurance shall be provided to the Licensor by you without need for demand, prior to commencement of the Licence Period. If the required insurance policies are not received by the Licensor by the dates stipulated above, the Licensor may (but shall not be obliged to) proceed to arrange for cover and all expenses incurred shall be reimbursed to the Licensor by you.
- 3.7** You shall on written demand by the Licensor produce immediately to the Licensor the original of any policy of the insurance which you are required to effect under the Licence Agreement and the receipt for the last premium payable in respect of such policy.

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- 3.8 You shall indemnify and keep the Licensor indemnified from and against:
- i) all loss, damage, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Licensor in connection with loss of life, personal injury and/or damage to property, directly or indirectly in connection with the Event or arising from or out of any occurrence at the Licensed Area or the use of the Licensed Area or any part thereof by you or by any of your servants, agents, independent contractors, officers, employees, invitees, assigns or licencees;
 - ii) all loss and damage to the Licensor or Marina Square or any part thereof (including but not limited to the Licensed Area or any part thereof) and to all property therein directly or indirectly caused by you or your servants, agents, independent contractors, officers, employees, invitees, assigns or licencees and including but not limited to by the use or misuse, waste or abuse of water, fire, electricity or faulty fittings or fixtures of yours;
 - iii) all loss, damage, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Licensor directly or indirectly arising out of any breach or non-observance by you of the terms and conditions of the Licence Agreement.
- 3.9 You shall keep the Licensor fully indemnified against actions, demands, proceedings, claims and liabilities for any injury, loss or damage which may be suffered or sustained in the Licensed Area or in Marina Square by you or your servants, agents, independent contractors, officers, employees, invitees, assigns or licencees.

4 USE OF THE LICENSED AREA

- 4.1 The Licensed Area shall not be used for any purpose other than the permitted use described in **Clause 7 of the Licence Agreement** and in accordance with the terms and conditions of the Licence Agreement.
- 4.2 You are to at all times comply with all laws, rules, regulations, requirements and standards as may be imposed by any relevant authorities in connection with the Event, your business and your use of and operations at the Licensed Area at your own cost and expense.
- 4.3 The Licensor reserves the right to allocate other available spaces in and around the Licensed Area for other activities, exhibition(s), event(s) or promotion(s) during the Licence Period.
- 4.4 You are to confine all fixtures, fittings, furnishing, promotions and activities within the Licensed Area and ensure that they do not cause congestion, interference or obstruct the business or the movement of tenants, other licensees, occupiers, visitors and shoppers around the Licensed Area.
- 4.5 No fixtures or fittings within the Licensed Area shall exceed six feet (6 ft.) or 1.8 meters whether in height and width or such other dimensions as the Licensor may prescribe from time to time. No fixtures or fittings in the Licensed Area shall be positioned parallel to any of the shop front of outlets located around the Licensed Area or so as obstruct the view of shops around the Licensed Area.

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- 4.6 Attention must be paid to the aesthetic appeal of the fixtures, fittings and furnishing in the Licensed Area. No fixtures, fittings or furnishing which the Licensor determines in its sole discretion to be shoddy, distasteful, offensive and/or unpresentable will be allowed.
- 4.7 You agree to cease, remove and change (where applicable) all unauthorised works, items or activities within the time specified by the Licensor and in accordance with the Licensor's instructions.
- 4.8 If you fail to cease, remove or change (where applicable) any unauthorised works, items or activities within the time specified by the Licensor, the Licensor shall have the right to stop, remove or change (where applicable) any such unauthorised works, items or activities without further reference to you and any removed items may be returned to you after the period of the Event. The Licensor shall not be responsible for any loss or damage in the course of such removal or storage elsewhere. You shall remain liable for all costs and expenses incurred in stopping such activities or removing or changing the authorised works or items.
- 4.9 Retail sales related to the promotions approved by us are allowed.
- 4.10 All fees and expenses of whatever nature or description incidental to the promotions carried out shall be solely borne by you.
- 4.11 You shall exercise due care and caution and to ensure that no disturbance, annoyance or nuisance is caused to tenants, other licensees, occupiers, visitors and other shoppers of the Shopping Mall.
- 4.12 Your employees, independent contractors and/or agents in attendance shall be at their best behavior at all times and be suitably attired. Consumption of food and drinks by your employees, independent contractors and/or agents in attendance at the Event are not allowed.
- 4.13 The Event must be conducted in a professional manner so as not to give cause for complaints or harm the business or reputation of the Licensor and/or the Shopping Mall, or confuse, mislead or deceive the public.
- 4.14 You shall not put up any advertisement in any part of the Licensed Area or in Marina Square without the prior written approval of the Licensor.
- 4.15 You shall not authorise, permit or allow your servants, agents, independent contractors, officers, employees, invitees, assigns or licencees to use for any business or commercial purpose, all those parts of Marina Square (including the car parks) other than the Licensed Area nor to distribute or affix pamphlets or other advertising matter therein except with the prior written consent of the Licensor and the Management Corporation (such written consent to be obtained at least seven (7) working days prior to the commencement of the Licence Period) and in accordance with any conditions imposed by the Licensor or the Management Corporation.
- 4.16 You shall ensure that all advertisements, after being approved by the Licensor, comply with the relevant laws, rules, regulations, requirements and standards. You should ensure that the advertisements do not contain any material which is vulgar, obscene, immoral or offensive, defamatory or infringes any Intellectual Property Rights or gives rise to any passing-off actions. If any of your advertisements contravene any law, rule, regulation,

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requirements or standard or contains such materials, you shall immediately cease or cause to cease such advertisement.

- 4.17 You shall not tout, canvass, solicit business or disparage the goods or services of the tenants or licencees in Marina Square.
- 4.18 You shall keep the Licensed Area and every part thereof (including but not limited to the interior and exterior surfaces of all glass partitions and windows) clean and free from dirt and rubbish and to store and keep all waste, trash and garbage in proper receptacles at the Licensed Area and arrange for regular removal thereof to such locations as may be designated by the Licensor from time to time. Without limiting the generality of the foregoing, you shall clean the floors of the Licensed Area with a vacuum cleaner on a daily basis or at such times as the Licensor may reasonably require. Carton boxes should be disposed at the compactors. All bulky items shall be disposed of immediately at the compactor next to the loading bay at level 1 of the Shopping Mall. A list of compactors is attached for your reference.
- 4.19 Any request for cleaning services by the Licensor's appointed third party contractor is subject to availability and confirmation by the third party contractor. Costs of such cleaning services shall be borne by you.
- 4.20 You shall load and unload all goods, supplies and material and any other matter or anything brought into, taken or removed from the Shopping Mall through such service corridors and lifts by 10 a.m. each day during the Licence Period or at such time as the Licensor may designate and not to obstruct or permit the obstruction of the loading areas and bays.
- 4.21 You shall not move any safe, heavy equipment, bulky matter or fixture in or out of Marina Square without first obtaining the written consent of the Licensor and the Management Corporation and at all times to use the service lift, if any, for such purpose but only with the consent of the Licensor and the Management Corporation and in accordance with the schedule of times approved by the Licensor and the Management Corporation.
- 4.22 You shall not bring in, use or allow the use in any part of the Licensed Area and/or Marina Square, any Intellectual Property Rights which you are not lawfully entitled so to bring, use or allow the use of (including but not limited to any prohibited goods, goods infringing upon trademarks, copyright, patent rights or other intellectual property rights of any person or goods giving rise to passing-off actions) and, if requested by the Licensor, immediately to provide the Licensor with satisfactory evidence of such entitlement.
- 4.23 You shall not use or permit the use of the Licensed Area as a dwelling, lodging or sleeping place or keep, permit or suffer to be kept any animal, fish, reptile, insect or bird at or from the Licensed Area without the prior written consent of the Licensor.
- 4.24 You shall not use or permit the use of the Licensed Area or any part thereof for storage, cooking or consumption of food.
- 4.25 You shall take all reasonable measures to prevent any outbreak or occurrence of fire in the Licensed Area and to comply with all the requirements as the relevant authority, the Licensor and the Management Corporation may require relating to precautions to be taken against fire in the Licensed Area.

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- 4.26 You shall make good within ten (10) days upon being notified by the Licensor any defect or damage to any part of Marina Square to any adjoining premises or any facility or appurtenances thereof occasioned by want of care, misuse or abuse on your part or your servants, agents, independent contractors, officers, employees, invitees, assigns, licencees or other persons claiming through or under you or otherwise occasioned by any breach or default of yours under the Licence Agreement or under any rules and regulations (if any) made by the Management Corporation.
- 4.27 You shall comply with all instructions given by the Licensor in respect of, in connection with or in relation to the Event and the use of or operations at the Licensed Area.
- 4.28 You are responsible for the security, loss, damage or any act of vandalism that may occur during the setting-up, the Licence Period and the dismantling. Please keep the Licensor informed if you are providing your own security guards.
- 4.29 You shall observe the rules and regulations imposed by:-
- i) the Licensor on its tenants, licensees and/or occupiers of the Shopping Mall as amended or added to by the Licensor from time to time; and
 - ii) the Management Corporation as amended or added to by the Management Corporation from time to time;

5 SETTING-UP & DISMANTLING

- 5.1 The Installation Works are to be pre-fabricated, freestanding and ready for installation or placement. No other works, fixtures, fittings or furnishing is allowed in the Licensed Area unless approved by the Licensor in writing.
- 5.2 You shall not cut, drill into, drive nails, screws or any other thing into or in any way damage or deface any floors, walls, ceilings, doors or partitions or any part of the Licensed Area.
- 5.3 All equipment to be used at the Event by you that require power supply, such as cash registers, must be situated near the power points which can be found on the ground within the atrium where the Licensed Area is located. You shall place signs stating “**High Voltage – Dangerous**” at all high voltage connection and massive extension points.
- 5.4 You shall not misuse or abuse any utilities or services which the Licensor may provide to you from time to time at its sole discretion.
- 5.5 You shall not to in any way interfere with electrical wiring by placing objects that may obstruct access to cable ducts or install equipment or appliances which is likely to overload the electrical wires or cables.
- 5.6 Unsightly running of wires or cables across the atrium floor is strictly prohibited. In any event, there shall be no exposed wiring and all wiring is to be covered with plastic casing or PVC tape. Grey or black colour PVC tape is recommended for wires. Cable case covered with matching carpet colour is required for thick cables, e.g. sound or lighting cables.

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- 5.7 You will have to liaise with the relevant third parties for the installation and use of phone lines for NETS, credit cards, internet, etc. for purposes of the Event and you shall bear all charges and expenses in connection with the installation and usage of such services.
- 5.8 The Licensor shall be entitled to deduct one hundred dollars (\$100) from the Security Deposit for removing any wires that you failed to remove or cover with plastic casing.
- 5.9 You shall purchase and furnish the Licensed Area with brand new carpeting. Such carpeting must be properly taped and secured. You shall provide adequate protection to existing structures of the Shopping Mall within the Licensed Area during the setting-up and dismantling of the Installation Works. The base of the existing structures must be padded with carpet or rubber or such protective covering so as to prevent scratching or staining of the floors.
- 5.10 If you shall fail to vacate and restore the Licensed Area in accordance with the Licence Agreement, the Licensor may (but shall not be obliged) perform such works and all costs and expenses incurred by the Licensor in respect thereof shall be reimbursed by you within three (3) days of written notice of the Licensor to you requiring payment of the same.
- 5.11 The Licensor reserves the right to sell, dispose or destroy, as it may deem fit, any property so left behind by you. No claims for loss or damages shall lie against the Licensor on account of such sale, disposal or destruction. You will remain liable for all costs and expenses incurred in connection with such sale, disposal or destruction.
- 5.12 You shall make good or reimburse the Licensor promptly the costs and expenses of making good all damage to the Licensed Area including but not limited to damage to the ventilation, air-conditioning, plumbing, electrical and/or other mechanical systems in the Shopping Mall caused in carrying out any of the works.
- 5.13 You shall make good to the Licensor's satisfaction any damage or breakage (including but not limited to damage or breakage of any floor tiles, pillars, powerpoints or glass doors) caused to the Licensed Area or Marina Square or any part thereof or to the Licensor's fixtures, fittings and furnishing in the Licensed Area by the bringing in or removal of your goods or effects or resulting from any action or omission on your part or your servants, agents, independent contractors, officers, employees, invitees, assigns, licencees.
- 5.14 All stains and debris must be removed off site and disposed of, at your own expense, in accordance with all relevant laws, rules, regulations, requirements and standards of the relevant authorities by 8 a.m. of the day after the expiry or earlier termination of the Licence Period or at such other time as may be determined by the Licensor, failing which the Licensor may but shall not be obliged to proceed with their removal and the total costs of such removal shall be borne by you.
- 5.15 Please note that the Licensed Area has to be barricaded when carrying out the setting up or dismantling works.
- 5.16 Please note that you are required to cover up all your merchandise using a one solid colour cloth/canvas (either black, maroon, blue or silver) during the non-operating hours of the Shopping Mall.

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6 TERMINATION

6.1 Upon the occurrence of any of the following events, the Licensor may, without prejudice to its other rights and remedies under the terms and conditions of the Licence Agreement or any law, terminate the Licence Agreement immediately:-

- i) if any monies due and payable by you or any part thereof shall be unpaid whether formally demanded or not within seven (7) days after the date on which payment is due;
- ii) if you shall commit a breach of any of the terms and conditions contained in the Licence Agreement to be observed or performed;
- iii) if you shall fail to hold the Event or if you shall leave the Licensed Area vacant for a total of one (1) day during the Licence Period; or
- iv) if any of your directors or partners are convicted of any criminal offence involving fraud or dishonesty or any criminal offence for which he is sentenced to any term of imprisonment,

and the Licence Period shall absolutely cease and determine. the Licensor will no longer be bound by any of its obligations under the Licence Agreement and the Licensor will be entitled to claim against you for compensation for loss and damage suffered by the Licensor resulting from any breach by you of any of the terms and conditions of the Licence Agreement, and/or arising as a result of such termination.

6.2 The Licensor reserves the right to reasonably modify or add to the terms and conditions of the Licence Agreement and such modifications and/or additions shall take effect as though originally included.

7 PAYMENT

7.1 Payment of any sum under the Licence Agreement shall be made payable by cheque to **Marina Centre Holdings Pte Ltd** when due.

7.2 Without prejudice to the Licensor's other rights and remedies contained in, if any sum payable by you under the terms and conditions of the Licence Agreement shall become due and unpaid, or if the Licensor shall refuse to accept the tender of such sum because of a breach of any of the terms and conditions on your part, you shall pay to the Licensor interest on such overdue sum at a rate of four percent (4%) over the prime lending rate of United Overseas Bank Limited calculated on a daily basis from the date on which such monies fall due for payment to the date when such monies are paid to (or accepted by) the Licensor (before as well as after judgment).

7.3 The Licensor shall be entitled (at its absolute discretion) to apportion and appropriate any monies received from you (notwithstanding your contrary instructions) towards satisfaction of any sums due from you to the Licensor.

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8 **NO LANDLORD AND TENANT RELATIONSHIP**

8.1 You hereby acknowledge that only a licence has been granted under the Licence Agreement and your rights rest in contract only and shall not:

- i) confer any estate or interest in the Licensed Area and/or the Marina Square; and/or
- ii) create the relationship of landlord and tenant between the Licensor and you,

and such implication or inference is hereby expressly negated.

8.2 You further acknowledge that this licence is granted to you for the purposes described in **Clause 7 of the Licence Agreement** and does not give you any right of exclusive possession in respect of the Licensed Area.

9 **ASSIGNMENT**

9.1 You expressly acknowledge that the Licensor shall be entitled to assign all its rights, title, benefits and/or interests under the Licence Agreement, and you shall, by the execution of the Licence Agreement, be deemed to have consented to any such assignment. It is hereby agreed that you shall accept the assignee as the new licensor and will release the Licensor from all its obligations under the Licence Agreement. If required by the Licensor, you shall execute any assignment or agreement made or to be made by the Licensor and its assignee.

9.2 The Licensor shall be entitled to assign all its rights and interests under the Licence Agreement including but not limited to the Security Deposit and other deposits or the balance thereof to the assignee and upon such transfer of the Security Deposit and other deposits or the balance thereof, the Licensor shall be released from the obligation to refund the Security Deposit and other deposits or the balance thereof to you as provided in the Licence Agreement.

9.3 You shall not transfer, assign, lease, sub-license, mortgage or encumber, share or part with possession or occupation of, or otherwise dispose of or deal with the Licence Agreement or the Licensed Area, in whole or in part, without the Licensor's prior written consent.

10 **EXCLUSION OF THIRD PARTY RIGHTS**

10.1 The Parties to the Licence Agreement do not intend that any term of the Licence Agreement shall be enforceable solely under or by virtue of The Contracts (Rights of Third Parties) Act 2001 by any person who is not a party to the Licence Agreement.

11 **WAIVER**

11.1 Knowledge or acquiescence by the Licensor of any breach by you of any of the terms and conditions of the Licence Agreement shall not operate to be deemed to operate as a waiver of such breach and any waiver by the Licensor shall only be effective if given in writing. No waiver by the Licensor of any breach of such terms and conditions shall be construed as a

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waiver of any other breach of the same or any other terms and conditions and shall not prejudice in any way the rights and remedies of the Licensor under the Licence Agreement.

12 **CONFIDENTIALITY**

The Licensee agrees and undertakes to keep confidential and not to disclose to any third party any information in respect of, arising from or in connection with this Licence Agreement unless the disclosure is required by law or made with the prior written consent of the licensor.

13 **GOVERNING LAW**

13.1 The Licence Agreement shall be construed and governed by the laws of Singapore.

14 **NO REPRESENTATION AND COMPLETE AGREEMENT**

14.1 The Licensor shall not be bound by any representations or promises with respect to the Licensed Area except as expressly stated in the Licence Agreement with the object and intention that the whole of the agreement between the Licensor and you shall be stated in the Licence Agreement, and shall in no way be modified by any discussion which may have preceded the signing of the Licence Agreement. The Licensor does not expressly or impliedly warrant that the Licensed Area are or shall remain suitable or adequate for all or any of your purposes and all warranties (if any) as to suitability and adequacy of the Licensed Area implied by law are hereby expressly negated.

15 **ANTI-BRIBERY AND ANTI-CORRUPTION**

15.1 Both parties shall not and shall procure that its *officers/agents/employees/staff and contractor do not engage in any activity or practice which would constitute an offence under the Prevention of Corruption Act 1960 and do not accept any commission, discount, allowances, advantage, gift, gratuity, reward or bribe offered or promised in respect of this Licence Agreement. In the event that party or any of its *officers/agents/employees/staff and /or contractors accept any form of bribery whether or not connected with the Licence Agreement, the other party shall be entitled to immediately terminate this Licence Agreement.

15.1 The Licensor has a whistleblowing policy in place that enables any person to inform the Licensor of any actual or potential malpractice, fraud or corruption at an early stage and in the right way. Any notices to the Licensor in this regard should be sent to whistle-blow@singaporeland.com.

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