

CIMB PLAZA BOOKING CONFIRMATION FORM

LICENCE AREA
<input type="checkbox"/> ROADSHOW SPACE <input type="checkbox"/> MEDIA SITE <input type="checkbox"/> PUSHCART <input type="checkbox"/> VENDING MACHINE
LOCATION: _____
LICENCE PERIOD: _____

A. LICENSEE PARTICULARS
1. NAME OF APPLICANT: MR / MRS / MISS / MDM _____
2. COMPANY NAME AND UEN NUMBER ("THE LICENSEE") _____
3. TRADING NAME: _____
4. COMPANY MAILING ADDRESS: _____
5. CONTACT NO.: _____ MOBILE NO.: _____
6. EMAIL: _____

B. DETAILS OF SETUP		
1. INTENDED USE / MERCHANDISE (E.g.: Food fair / Roadshow sales) (For any redemption giveaways pls work with our CIMB Plaza retailers) _____		
2. LICENCE PERIOD (8AM - 7PM DAILY)	COMMENCEMENT DATE: _____	EXPIRY DATE: _____
SETUP / INSTALLATION DETAILS		
3. Setup / Installation : To be done on the night before commencement date, from 9PM to 6AM Dismantling / Removal : To be done on the night before end date, from 9PM to 1AM		
4. Contractors are to submit completed Work Permit and Risk Assessment Forms for Security clearance before the start of installation		
a) Total licence fee (before GST)	s\$ _____	
b) Charges of additional power points	:s\$ _____	
c) Grand total (before and after GST)	s\$ _____	
Date Payable : Upon confirmation & submission of Booking Form Forfeiture of Booking Fee : Upon cancellation of this booking after submission of booking form		
5. Security deposit : S\$3,000.00 for event space and/or		

1 month's rental (excl. GST) for media site, pushcarts and vending machines.

Date Payable: Upon confirmation & submission of Booking Form & Security Deposit & License Fee
Forfeiture of Security Deposit: Upon cancellation of this booking after submission of Booking Form

All payment (Licence fee(s) and Security Deposit) are to be made via bank transfer:

[] SIRITI R PTE LTD

BANK ACCOUNT NO. 451-312-127-4

BENEFICIARY BANK: United Overseas Bank Limited

SWIFT CODE: UOVBSGSGXXX

Please refer to bank details provided separately

C. CONFIRMATION OF BOOKING – Please email: mktg.cimbplaza@jll.com

I/We, _____ wish to confirm the booking of the Licence Area at the Mall for the Licence Period in accordance with the Intended Use (as declared in Section B above), and upon the grant of the Licence by the Licensor, we agree to comply with all the terms and conditions laid down by the Licensor (including, without limitation, the payment of the Licence Fee) with respect to the Licence in this Application Form (including the attached Schedules).

(Please affix Company Stamp here)

Signature : _____

Name : _____

Designation : _____

Date : _____

LICENCE AGREEMENT FOR THE USE OF COMMON PROPERTY AT CIMB PLAZA

This Agreement made on the _____ day of _____ month of year **2025**.

BETWEEN SIRITI R PTE. LTD (**UEN No.202015267K**), a company incorporated in Singapore and having its registered office at **1 Raffles Quay #30-02 North Tower, Singapore 048583** (hereinafter called the "Licensor" which shall include its successor(s) and/or assign(s) as the case may be) of the one part;

AND The party as stated in **paragraph 1 of Schedule 1** (hereinafter called the "Licensee") of the other part.

IT IS HEREBY AGREED as follows:

1. GRANT OF LICENCE

1.1 The Licence

The Licensor hereby grants to the Licensee a licence (the "Licence") to use the space as stated in paragraph 2 of Schedule 1 (the "Licensed Area") at CIMB Plaza for the sole purpose as stated in Clause 2.1 of this Agreement.

1.2 Location of Licensed Area

- a) The location and boundary of the Licensed Area is shown and edged red on the plan annexed to this Agreement as Appendix A (which plan is provided for identification purposes only and is not necessarily drawn to scale), excluding exterior faces of external walls, exterior faces of boundary walls and the roof (if applicable).
- b) The location of the Licensed Area is subject to change by the Licensor at its sole discretion at any time during the Licence Period (defined below) by giving thirty (30) days' written notice of the change to the Licensee, and in such event, the Licensee shall have no claims whatsoever against the Licensor arising out of or in connection with such change.

1.3 Installation Works

- a) The Licensee shall not commence or carry out any renovation, alterations, additions, interior layout works, interior design, internal fittings or other works to the Premises (the "Installation Works") without the prior approval of the Licensor.
- b) The Licensee shall submit to the Licensor the Installation Works plans no later than seven (7) days from the date of execution of this Agreement. The Licensor may require the Licensee to amend or alter the Installation Works plans to bring them into conformity with the Installation Works guidelines provided by the Licensor (the "Installation Works Guidelines"), or to comply with any obligations of the Licensee under this Agreement or with any law or requirement of any of the relevant governmental and statutory bodies and authorities (the "Authorities") and the Licensee shall accordingly amend the Installation Works plans to comply with the Licensor's requirements, the law and/or requirement of all relevant Authorities.

- c) All Installation Works shall be carried out by the Licensee at its own costs and expense and in compliance with all laws and all requirements of the Authorities and the Installation Works Guidelines.
- d) The Licensee shall diligently carry out and complete the Installation Works in a good workmanlike manner and in accordance with the Installation Works plans approved by the Licensor.
- e) The Licensee shall on demand pay to or reimburse the Licensor all the costs, fees or charges incurred by the Licensor for and in connection with approving the Installation Works plans and supervising the Installation Works carried out by the Licensee to ensure that the Installation Works are carried out in accordance with the Installation Works plans.
- f) The Licensee shall be liable for and shall indemnify the Licensor against any expense, liability, loss, claim or proceedings in respect of personal injury to or death to any persons whomsoever or any injury or damage whatsoever to any property real or personal (including any damage to the Building or any part thereof) arising out of or in connection with the Installation Works.
- g) All the Installation Works in progress or executed, and all materials, goods, stocks and other things brought into the Licensed Area or any area in the Building for or in connection with any Installation Works shall stand at the sole risk of the Licensee with regard to any loss thereof or damage thereto.
- h) The Licensee shall perform and complete all such works as may be prescribed by the Licensor and ensure that from time to time and in particular on completion of the Installation Works all rubbish, work and debris are removed from the Licensed Area and the Building and all damage to the Building or any part thereof have been made good.
- i) In the event that the Authorities require any of the Installation Works to be altered or removed, the Licensee shall forthwith do so at its own cost and expense.
- j) Prior to carrying out any Installation Works in or at the Licensed Area, the Licensee shall erect hoarding at the Licensed Area at its own costs and in accordance with the Licensor's requirements.
- k) For the purpose of carrying out any electrical, mechanical and fire protection works in the Licensed Area and any hoarding works at the Licensed Area, the Licensee shall only employ such contractor(s) as shall be nominated by the Licensor. For the purpose of carrying out all other Installation Works, the Licensee shall only employ such contractor as shall be approved or nominated by the Licensor, such approval not to be unreasonably withheld. The contractors as are approved or nominated by the Licensor shall in no way be deemed to be the Licensor's agents or employees and the Licensee shall have no claim against the Licensor in respect of any matters whatsoever arising out of or in connection with such nomination or approval.
- l) The Licensee shall obtain and keep in force all necessary approvals required by Law (including but not limited to the Fire Safety Approval, if applicable) for carrying out the Installation Works.
- m) The Licensee shall obtain the certification of the Installation Works by an architect, engineer, qualified person or consultant as shall be nominated by the Licensor and give such certification to the Licensor by a deadline specified by the Licensor.

1.4 Installation Works Deposit

- a) The Licensee shall furnish to the Licensor an Installation Works Deposit in the amount **stated at paragraph 3A of Schedule 1** before carrying out of any Installation Works. The initial Installation Works Deposit shall be paid to the Licensor upon the execution of this Agreement.
- b) The Installation Works Deposit is security for:-
 - i. proper completion of the Installation Works in accordance with this Agreement; and
 - ii. the Licensee making good any damage to the Licensed Area and Building resulting from the Installation Works to the satisfaction of the Licensor.
- c) The Licensee shall provide the Licensor with the relevant plans and the Fire Safety Approval prior to the commencement of the Licensee's operations. If the Licensee fails to do so, the Installation Works Deposit may be forfeited to the Licensor.
- d) The Installation Works Deposit shall be repaid to the Licensee after:-
 - i. proper completion of the Installation Works in accordance with this Agreement;
 - ii. compliance with the Licensor's requirements;
 - iii. making good damage (if any) to the Licensed Area or the Building, to the satisfaction of the Licensor;
 - iv. the Licensee has submitted the as-built drawings for the Installation Works in the Licensed Area; and
 - v. any deductions as required under this Clause 1.4.

1.5 Installation Works Period

- a) Strictly as gesture of goodwill, the Licensor shall grant the Licensee an Installation Works Period (if any) as **stated in paragraph 3A of Schedule 1**. During the Installation Works Period, the Licensee shall not be required to pay the Licence Fee.
- b) In the event of any earlier determination of this Agreement, the Licensee shall pay to the Licensor the Licence Fee for the entire Installation Works Period immediately on demand. Such payment shall not affect any other rights or remedies of the Licensor.

1.6 Term

The Licence shall be for the period **stated in paragraph 3 of Schedule 1** (the "Licence Period") commencing on the date **stated in paragraph 4 of Schedule 1** (the "Commencement Date") and expiring on the date **stated in paragraph 5 of Schedule 1** (the "Expiry Date"), unless otherwise terminated in accordance with Clause 3.1 of this Agreement.

1.7 Licence Fee

- a) The Licensee shall pay to the Licensor a one-time licence fee **as stated in paragraph 6A of Schedule 1** (the "Licence Fee"), inclusive of goods and services tax ("GST") at the prevailing rate. The Licence Fee shall be due and payable in advance upon the execution of this Agreement or on the Commencement Date, whichever is the earlier.
- b) If applicable, the Licensee shall also pay to the Licensor a percentage licence fee **as stated in paragraph 6B of Schedule 1** (the "Percentage Licence Fee") and GST thereon at the prevailing rate. The Percentage Licence Fee and GST thereon shall be paid within fourteen (14) days after the expiry of each month upon the Licensee's submission of the statement of Gross Sales pursuant to Clause 1.8(a).

1.8 Statement of Gross Sales

- a) Within fourteen (14) days after the expiry of each month, the Licensee shall submit to the Licensor a statement of Gross Sales (defined below) duly certified by an authorised officer of the Licensee showing the Gross Sales for the Licence Period in the form annexed to this Agreement as Appendix B.
- b) If the Licensee fails to comply with Clause 1.8(a) of this Agreement, the Licensor shall have the absolute right to withhold the Security Deposit (defined below) and if applicable, to deduct from the Security Deposit an amount equivalent to the Percentage Licence Fee computed based on the Licensee's projected Gross Sales, which the Licensee shall submit prior to the Commencement Date.
- c) In this Agreement, "Gross Sales" shall mean the sum of the receipts and receivables from all business conducted on or from the Licensed Area including orders received at or despatched from the Licensed Area in any manner whatsoever by the Licensee, its concessionaires, sub-licensees or other persons conducting business on or from the Licensed Area, without reserve or deduction for uncollected or uncollectable accounts (the full selling price or charge being considered to be received when a sale is made or services are rendered, irrespective of when payment is made), and whether the orders, no matter how communicated, are received at or in the Licensed Area and executed on or from the Licensed Area or elsewhere or are received elsewhere and executed in or from the Licensed Area. Without restricting the generality of the foregoing provisions of this Cause 1.8(c) the following provisions shall apply in the computation of Gross Sales:
 - (i) there shall be included in such computation:
 - 1. selling prices of all goods sold;
 - 2. rent and/or other consideration received or due and receivable for all goods let on hire or hire purchase;
 - 3. charges for all services rendered;
 - 4. all deposits not refunded to customers and every deposit (being the amount paid to reserve or hold an items, and shall be deemed not to include the first instalment payment made for a purchase by a customer on credit terms or on an instalment basis)

paid by a customer shall be included in the computation of Gross Sales at the time of receipt;

5. selling prices of gift certificates or packages, (aa) irrespective of when or whether such gift certificates or packages are used by the Licensee's customers, and (bb) irrespective of whether such gift certificates or packages are used by the Licensee's customers at the Licensed Area or elsewhere;
 6. receipts from vending and other machines;
 7. charges to customers in the nature of carrying charges, finance charges and/or interest;
 8. every sale on credit terms or on an instalment basis for which payment is charged to a credit or charge card and such sale shall be deemed to be a sale for the full cash price at the date when the sale is made, irrespective of whether or when the Licensee receives payment;
 9. all amounts received or receivable from catalogue or mail order sales, electronic commerce, televideo, telephone sales or other electric or electronic media where such sales pre orders are directed to or through the Licensed Area;
 10. all amounts received or receivable from sales and services which the Licensee in the normal and customary course of business operations of the Licensee would or should credit or attribute to the business carried on or conducted at or from the Licensed Area; and
 11. sums and credits received and settlement of claims for loss of or damage to goods, and amounts received under policies of insurance or other contracts of indemnity;
- (ii) there shall be excluded from such computation:
1. returns to shippers or manufacturers;
 2. sales of fixtures, machinery or equipment after their use in the conduct of the Licensee's business; and/or
 3. tax excise or other charge whatsoever imposed by the relevant authority and required to be collected from customers for and paid to the relevant authority or others by the Licensee;
- (iii) there shall be deducted from such computation:
1. cash or credit refunds to customers for goods returned or not sold but only if the amount refunded has been included in the computation of Gross Sales;
 2. selling prices of goods returned by customers for exchange, but only if the selling price of the goods returned and the selling price of goods delivered to the customers in exchange have been included in the computation of Gross Sales;
 3. that part of the selling price of goods sold which is satisfied by a deposit but only if the total selling price has been included in the computation of Gross Sales; and/or

4. deposit refunded to customers but only if the amount of the deposit has been included in the computation of Gross Sales.
- d) For the purposes of ascertaining and/or verifying the Licensee's Gross Sales, the Licensee shall, upon the Licensors request:
- i. submit to the Licensors a copy each of all relevant books and records of the Licensee; and/or
 - ii. grant access to the Licensors or its representative or agent to the Licensee's books and records.

1.9 Utility Charges

The Licensee shall pay to the Licensors, on demand, all costs (including GST and any other taxes thereon) in respect of electricity, water and any other services consumed by the Licensee, such costs to be calculated by the Licensors and notified to the Licensee in writing. The Licensors statement as to the amount of such costs, in the absence of manifest errors, shall be final, conclusive and binding on the Licensee.

1.10 Interest

If any money(s) payable by the Licensee to the Licensors under the provisions of this Agreement shall become due and remain unpaid, the Licensors shall have the right, in its sole discretion, to charge interest on such unpaid sum(s) at a rate of twelve percent (12%) per annum calculated on a daily basis from the date on which such money(s) fell due to the date when such money(s) are paid to the Licensors.

1.11 Security Deposit

- (a) The Licensee shall pay to the Licensors a deposit in the sum **as stated in paragraph 7 of Schedule 1** (the "Security Deposit") in cash upon the execution of this Agreement as security for the due performance and observance by the Licensee of all the provisions in this Agreement. Without prejudice to any other right or remedy of the Licensors, the Licensors shall have the absolute right to appropriate and apply all or any part of the Security Deposit towards:
- (i) payment of any outstanding Licence Fee, GST, interest and any other amount payable to the Licensors remaining unpaid; and/or
 - (ii) any loss or damage sustained (or which may be sustained) by the Licensors as a result of any breach by the Licensee of any provision of this Agreement.
- (b) The Security Deposit shall be refunded to the Licensee without interest within sixty (60) days from the expiry or earlier termination of the Licence, subject to any application, deduction or forfeiture under the provisions of this Agreement (or to the provision for such reasonable contingencies as the Licensors shall consider reasonable), and provided that the Licensee has complied with all the provisions of this Agreement.

1.12 Insurance

- (a) The Licensee shall not bring into the Licensed Area or the Building or do or permit to be done or allow any act, matter or thing upon the Licensed Area or the Building or keep anything therein which may directly or indirectly:
 - (i) increase the premium of any insurance policy maintained by the Licensor for the Licensed Area, the Building or any part thereof or any property within the Building;
 - (ii) render void or voidable or be contrary to the terms of any insurance policy referred to in Clause 1.12(a)(i) above; or
 - (iii) be contrary to the regulations of any public authority or the provisions of any legislation.
- (b) the Licensee shall either:
 - (i) pay to the Licensor the insurance premium for public liability insurance **as stated in paragraph 8 of Schedule 1** (inclusive of GST at the prevailing rate) for the Licence Period; or
 - (ii) at its own cost and expense, at all times and for so long thereafter as the Licensee shall continue to be in possession or occupation of the Licensed Area, take out and keep in force comprehensive general liability insurance in the name of the Licensor, Siriti R Pte Ltd and the Licensee against third-party claims for personal injury, death or property damage or loss arising out of all operations of the Licensee on or from the Licensed Area in an amount not less than Singapore Dollars Three Million Dollars (S\$3,000,000.00) in respect of any one occurrence and unlimited to any one period of insurance.
- (c) All terms and conditions of policies of insurance required to be effected by the Licensee hereunder shall be approved by the Licensor and taken out with an insurance company approved by the Licensor. Copies of such policies of insurance and the receipts for payment of premium shall be submitted to the Licensor by the Licensee without demand on or before the commencement of the Licence Period.
- (d) Nothing in this Clause 1.12 shall render the Licensor liable for the correctness or adequacy of such policies or for ensuring that they comply with all applicable legislation.

1.13 Indemnity

The Licensee shall indemnify and keep indemnified the Licensor in full from and against:

- (a) all claims, demands, writs, summons, actions, suits, proceedings, judgment, orders, damage, costs, losses and expenses of any nature whatsoever which the Licensor may suffer or incur in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrences in, upon or at the Licensed Area or the use of the Licensed Area or any part thereof by the Licensee and its officers, employees, agents and/or contractors; and

- (b) all loss and damage to the Licensed Area and the Building and to all property therein caused directly or indirectly by the Licensee or its officers, employees, agents and/or contractors, including without limitation loss and damage caused directly or indirectly by the use or misuse, or waste or abuse of water, gas or electricity or faulty fittings or fixtures.

1.14 Exclusion of Liability

- (a) Notwithstanding anything herein contained, the Licenser shall not be liable to the Licensee, the Licensee's officers, employees, agents or contractors, for any personal injury or death or for any loss of or damage to property in the Licensed Area or the Building or any part thereof save where they are caused by any breach of this Agreement by or the negligence of the Licenser or any of its officers, employees or agents.
- (b) Notwithstanding anything herein contained, the Licenser shall not be liable to the Licensee nor shall the Licensee have any claim against the Licenser in respect of:
 - (iii) any interruption in the provision of any services to the Licensed Area or any inconvenience caused to the Licensee by reason of (1) any repair, maintenance or renovation works by the Licenser, or (2) the damage or destruction of any installations or apparatus, or (3) any mechanical or other defect or breakdown, or (4) any circumstances beyond the Licenser's control (including but not limited to fire, flood, act of God, escape of water, riot, civil commotion, curfew, emergency, labor disputes or shortage of manpower, fuel, material, electricity or water); or
 - (iv) any damage, injury or loss caused by other licensees, Licensees or persons in the Building; or
 - (v) any damage, injury or loss arising out of any leakage, defects or faults in the piping, wiring, sprinkler system or fire fighting equipment in the Building and/or the structure of the Building.

1.15 Prohibition on Assignment

The Licensee shall not assign or otherwise dispose of the benefit of this Agreement or any part thereof or any interest therein or grant to third parties any rights over the Licensed Area in whatsoever manner.

2 **CONDITIONS OF USE**

2.1 Permitted Use of the Licensed Area

The Licensee shall use the Licensed Area for the purpose **as stated in paragraph 9 of Schedule 1** (the "Permitted Use") and no other purpose, and final layout shall be subject to the Licenser's prior approval. Unless otherwise stipulated by the Licenser, the Licensee shall keep the Licensed Area open for business between the hours specified in **paragraph 10A of Schedule 1** daily (inclusive of Sundays and gazetted public holidays) (the "Operating Hours") throughout the Licence Period except for the 1st and 2nd day of the Chinese New Year failing which liquidated damages specified in **paragraph 10B of Schedule 1** shall be due from the Licensee to the Licenser and payable by the Licensee to the Licenser as liquidated damages

without further demand for each day or any part thereof the Licensee fails to open for business during the Operating Hours.

2.2 Approval From Relevant Authorities

The Licensee shall be solely responsible for obtaining and maintaining throughout the Licence Period at its own cost and expense all the relevant approvals, licenses and permits required by law or any relevant authority to use the Licensed Area for the Permitted Use.

2.3 Encroachment

- (a) The Licence shall confine the Permitted Use strictly within the Licensed Area, and shall ensure that the use of the Licensed Area does not in any way encroach onto any public walkway or common area in the Building. Without prejudice to the generality of the foregoing, the Licensee shall ensure the tidiness of Licensed Area at all times and shall not display its merchandise or any other property beyond the boundary of the Licensed Area.
- (b) If the Licensee is in breach of Clause 2.3(a) of this Agreement, the Licensors will give three (3) days' notice to the Licensee to rectify the breach. If the Licensee fails to comply with the said notice, without prejudice to the Licensors' other rights and remedies, the Licensors are authorised:
 - (i) to remove the merchandise and property outside the Licensed Area and the Licensee shall pay all costs and expenses incurred by the Licensors including storage costs (if any) immediately on demand; and/or
 - (ii) as the Licensee's agent, to sell such merchandise and property as the Licensors deem fit and apply the net proceeds of sale to pay any sums payable by the Licensee to the Licensors and pay the balance (if any) to the Licensee; or
 - (iii) to otherwise dispose or deal with such merchandise and property as the Licensors in its sole and absolute discretion deem fit.
- (c) The Licensors will not be liable to the Licensee or any third party for any loss or damage caused by the Licensors' exercise of the rights in Clause 2.3(b) of this Agreement.
- (d) The Licensee shall indemnify the Licensors against any liability incurred by it to any third party whose property shall have been disposed of or sold by the Licensors in the *bona fide* mistaken belief (which is presumed unless proven to the contrary) that such property belonged to the Licensee.

2.4 Obstruction

The Licensee shall not obstruct or cause or permit to be obstructed the entrances, staircases, landings, passages, driveways and other parts of the Building.

2.5 Nuisance

The Licensee shall not do or permit anything to be done in the Licensed Area or any part of the Building (including the playing of music) which may be or becomes a nuisance, annoyance,

inconvenience or cause of damage or injury to the Licensor or the patrons, occupiers, Licensees or other licensees of the Building.

2.6 Illegal Use

The Licensee shall not do or permit to be done in or upon the Licensed Area or any part thereof anything of an illegal or immoral nature.

2.7 Dangerous and Unlawful Goods

The Licensee shall not store or bring upon the Licensed Area or any part thereof arms, ammunition, unlawful goods, saltpeter, petrol, kerosene, gas, any explosive or combustible substance or any goods or things which in the opinion of the Licensor is of an obnoxious, dangerous or hazardous nature.

2.8 Approval of Display Merchandise

The Licensee shall display the merchandise in the Licensed Area in the manner and style to be approved by the Licensor.

2.9 Maintenance and Repair

- (a) The Licensee shall keep the Licensed Area clean and in good repair and condition throughout the Licence Period.
- (b) If the Licensed Area and/or the Licensor's fixtures and fittings are broken or damaged due to any act or omission of the Licensee, the Licensee must replace or repair the breakage or damage, failing which the Licensor may do so at the Licensee's cost and expense, and may deduct the costs incurred therefor from the Security Deposit.
- (c) The Licensee is wholly responsible for any injury, damage or loss caused to the Licensor or any other person due to the damaged condition of the Licensed Area or fixtures and fittings. The Licensee must fully indemnify the Licensor against such injury, damage or loss and against claims, demands, actions and legal proceedings by any party.

2.10 Cleanliness

- (a) The Licensee shall not, and shall not permit anyone to, make dirty, untidy, litter, deposit or accumulate any goods, things, waste matters, rubbish or refuse of any kind upon any part of the Building other than in receptacles provided for this purpose. The Licensee shall carry out routine housekeeping and cleaning of the Licensed Area. All sales personnel in attendance shall be properly attired.
- (b) The Licensee must not serve any food or drink or allow any consumption of food or drink in the Licensed Area without the Licensor's prior written consent.

2.11 Machinery

The Licensee shall not install or bring or allow to be installed or brought onto the Licensed Area or any part of the Building any apparatus, equipment, machinery of any kind except with the

prior written consent of, and in accordance with the terms and conditions of such consent imposed by, the Licensor, the MCST (where required) and all relevant authorities.

2.12 Soliciting and Touting

- (a) The Licensee shall not solicit business, display or distribute advertising materials in any part of the Building save for the Licensed Area, unless prior written approval has been granted by the Licensor.
- (b) The Licensee shall not tout or permit its employees, agents or any person on its behalf to tout in the public areas of the Building.

2.13 Alterations and Additions

The Licensee shall not carry out, or permit to be carried out, any alterations, additions or other works (of any nature whatsoever) (a) to the Licensed Area, or (b) which will affect the structure of the Licensed Area, without the prior written consent of the Licensor (which the Licensor may at its absolute discretion withhold, without assigning any reason therefor) and if such consent is granted, it shall be given on such terms and conditions as the Licensor may at its absolute discretion impose.

2.14 Licensee's Signage and Advertisement

- (a) The Licensee shall not, without the prior written consent of the Licensor:
 - (i) affix, erect, paint or otherwise exhibit or permit to be affixed, erected, painted or otherwise exhibited upon any part of the Licensed Area or the exterior thereof or in or around any part of the Building any signs, signboards, show-boards, name-plates, placards, notices, posters, plaques, advertisements, flag or flag staff or any other thing of a similar nature; or
 - (ii) display, affix or otherwise exhibit or use any flashing or flickering lights on the exterior or interior of the Licensed Area without the prior written consent of the Licensor.
- (b) If the Licensor gives written consent under Cause 2.14(a) of this Agreement, the Licensee shall:
 - (i) comply with any directions of the Licensor, including directions relating to the location, position, size, type, design or make of the thing to be affixed, erected, painted, displayed or exhibited; and
 - (ii) at its cost and expense, obtain all necessary approvals from any relevant authority and comply with any requirements or conditions imposed by such relevant authority.

2.15 Licensor's Signage and Advertisement

The Licensee shall allow the display of publicity collaterals by the Licensor's appointed delivery vendor for the marketing of delivery services within the Licensed Area at such location as the Licensor may decide, such as at cashier till(s).

2.16 Compliance with Regulations

The Licensee shall observe and conform with all regulations made, restrictions imposed and notices issued by the Licensors, the Management Corporation Strata Title Plan No. 2197 or any of their duly authorised officers, employees or agents from time to time:

- (a) in respect of the business hours, days of business, advertising methods and business practice generally; and
- (b) for the proper management of the Building as are notified in writing to the Licensee.

2.17 Compliance with Legislation

- (a) At all times during the Licence Period, the Licensee shall strictly comply with all laws, legislation, regulations, rules, notices or other requirements imposed on or applicable to the Licensee or the occupier of the Licensed Area.
- (b) Without prejudice to the generality of Clause 2.17(a) of this Agreement, the trading, selling, storing, offering for sale, displaying or promoting of illegal, counterfeit, unauthorised and/or unlicensed products and services at the Licensed Area is strictly prohibited.
- (c) The Licensee shall indemnify the Licensors against all actions, proceedings, claims, losses, costs and expenses suffered or incurred by the Licensors in respect of any breach by the Licensee of the provisions of this Clause 2.17.

2.18 Fire Safety

The Licensee shall strictly comply with all laws, rules, regulations, requirements and directions of any relevant authority in relation to fire safety, and in particular, shall not erect any staging, barriers or any other structure within or outside the Licensed Area which may obstruct the fire escape route.

3 TERMINATION OR EXPIRY OF LICENCE

3.1 Termination

- (a) The Licensors shall be entitled to terminate the Licence at any time during the Licence Period by giving written notice to the Licensee upon the occurrence of one or more of the following events:
 - (i) the rejection of, objection to or withdrawal of any approval, permit or licence in relation to the use of the Licensed Area, or any application for such approval, permit or licence, by any relevant authority, including but not limited to the Urban Redevelopment Authority and the Singapore Civil Defence Force;
 - (ii) a breach by the Licensee of any provision of this Agreement (save for Clause 2.17 of this Agreement) and failure by the Licensee to remedy such breach within twenty-four (24) hours after written notice of the breach had been given by the Licensors; and/or

- (iii) a breach by the Licensee of Clause 2.17 of this Agreement.
- (b) The Licensor may, without assigning any reason, terminate the Agreement and/or the Licence in part or in whole at any time before or during the Licence Period by giving one (1) month's notice in writing to the Licensee. In the event the Licensor exercises its right to terminate pursuant to this Clause 3.1(b), the Licensor shall pay the Licensee a compensation sum calculated based on the agreed value of the Installation Works (being the sum of S\$200,000) less depreciation on the said agreed value amortised on a straight-line basis across the entire Licence Period (without prejudice to any rights or remedies in respect of any antecedent breach of the provision of this Agreement) neither party will have any claim whatsoever against the other arising out of or in connection with such termination.
- (c) The Licensee may, without assigning any reason, terminate the Agreement and/or the Licence in part or in whole at any time before or during the Licence Period by giving one (1) month's notice in writing to the Licensor. In the event the Licensee exercises its right to terminate pursuant to this Clause 3.1(c), the Licensee shall pay the Licensor the sum **stated in paragraph 11 of Schedule 1** (the "Termination Fee") and (without prejudice to (i) any rights or remedies in respect of any antecedent breach of the provision of this Agreement, and (ii) the Licensor's claim against the Licensee for the Termination Fee) neither party will have any claim whatsoever against the other arising out of or in connection with such termination.

3.2 Consequence of Termination

In the event of termination pursuant to Clause 3.1(a)(ii) and/or Clause 3.1(a)(iii) of this Agreement, the Licensor shall not be required to refund, whether in whole or in part, the Licence Fee, Security Deposit, insurance premium and any other amount paid by the Licensee. This Clause 3.2 shall be without prejudice to the Licensor's right to claim, demand and/or take any action against the Licensee for any monies due and owing to the Licensor under this Agreement or in respect of any antecedent breach by the Licensee of any provision of this Agreement, including the provision the breach of which justified the termination.

3.3 Vacant Possession

- (a) At the expiry or earlier termination of the Licence, the Licensee shall deliver vacant possession of the Licensed Area to the Licensor with all the fixtures and fittings (except fixtures and fittings that belong to the Licensee) in good, clean, tidy and tenantable repair, and free of any debris or rubbish.
- (b) If the Licensee fails to deliver vacant possession of the Licensed Area at the expiry or earlier termination of the Licence, the Licensee shall, without prejudice to any other rights or remedies of the Licensor, pay to the Licensor on demand an amount calculated at double the rate of the Licence Fee or the prevailing market licence fee for the Licensed Area, whichever is the higher, until the date on which the Licensee delivers vacant possession of the Licensed Area to the Licensor.

3.4 Reinstatement of Licensed Area

- (a) Before returning the Licensed Area to the Licensor on the expiry or earlier termination of the Licence, the Licensee shall:
 - (i) reinstate the Licensed Area to its original condition to the satisfaction of the Licensor, which shall include the removal from the Licensed Area of all additions, improvements, fixtures and fittings and other property of the Licensee and all notices, notice boards and signs bearing the name of or otherwise relating to the Licensee or its business; and
 - (ii) make good to the satisfaction of the Licensor any damage or defacement to the Licensed Area or other parts of the Building (including the floors, walls and ceilings) in connection with the removal of the Licensee's property or reinstatement of the Licensed Area.
- (b) If the Licensee shall fail to comply with Clause 3.4(a) of this Agreement, the Licensor may carry out the works at the Licensee's cost and expense, and the Licensee shall pay to the Licensor on demand all costs and expenses incurred by the Licensor, together with an amount calculated at double the rate of the Licence Fee or the prevailing market licence fee for the Licensed Area, whichever is the higher, in respect of the period during which the said works were carried out. For this purpose, a certificate of the Licensor as to the amount of costs and expenses incurred shall be final, conclusive and binding on the Licensee (in the absence of manifest errors).

3.5 Licensor's Rights Over Licensee's Goods and Property

- (a) If after the expiry or earlier termination of the Licence or after the Licensee has vacated the Licensed Area, any goods and property of the Licensee remains in or outside the Licensed Area, the Licensor will give one (1) day's notice to the Licensee to remove all such goods and property. If the Licensee fails to comply with the said notice, without prejudice to the Licensor's other rights and remedies, the Licensor is authorised:
 - (iv) to remove the goods and property and the Licensee shall pay all costs and expenses incurred by the Licensor including storage costs (if any) immediately on demand; and/or
 - (v) as the Licensee's agent, to sell the goods and property as the Licensor deems fit and apply the net proceeds of sale to pay any sums payable by the Licensee to the Licensor and pay the balance (if any) to the Licensee; or
 - (vi) to otherwise dispose or deal with the goods and property as the Licensor in its sole and absolute discretion deems fit.
- (b) The Licensor will not be liable to the Licensee or any third party for any loss or damage caused by the Licensor's exercise of the rights in Clause 3.5(a) of this Agreement.
- (c) The Licensee shall indemnify the Licensor against any liability incurred by it to any third party whose property shall have been disposed of or sold by the Licensor in the *bona fide* mistaken

belief (which is presumed unless proven to the contrary) that such property belonged to the Licensee.

4 INABILITY TO USE

- (a) If the Licensed Area shall be wholly or partially damaged or destroyed by fire, floods, explosion, earthquakes, act of God, the elements, other casualty or cause so as to render the Licensed Area unfit for occupation and use, the damage shall be repaired by and at the expense of the Licensor and the Licence Fee or a fair and just proportion thereof shall abate and be suspended (depending on the extent of the damage) until the Licensed Area shall again be rendered fit for occupation and use or reasonable access thereto possible.
- (b) If any of the aforesaid damage or destruction is caused directly or indirectly by any act, default, omission, negligence or misconduct of the Licensee, its servants, employees, agents, contractors, visitors, invitees or licensees, then without prejudice to the rights of subrogation of the Licensor's insurers, the damage shall be repaired by the Licensor at the cost of the Licensee and there shall be no apportionment or abatement of the Licence Fee.
- (c) The Licensor shall not be liable for any loss or damage whatsoever suffered by the Licensee or any other person for any delay on the part of the Licensor in repairing the Licensed Area under the provisions of this clause.
- (d) If the Licensed Area and/or the Building are in the opinion of the Licensor damaged to such an extent that the Licensor considers it impracticable to repair or restore the Licensed Area and/or the Building, or the Licensed Area is not repaired or restored within ninety (90) days of such destruction or damage, either the Licensor or the Licensee (as the case may be) may at its discretion by written notice to the other terminate the Licence without prejudice to any rights or remedies already accrued to the Licensor, such termination to take effect from the date of such notice.
- (e) Any dispute arising out of or in connection with this clause shall be determined by a single arbitrator to be appointed by the President for the time being of the Singapore Institute of Surveyors and Valuers in accordance with the Arbitration Act (Chapter 10) or any statutory modification or re-enactment thereof for the time being in force.

5 NOTICES

- a) Any notice under this Agreement must be given in writing.
- b) A notice will be deemed served on the Licensee if it is sent (i) by hand or by registered post to the Licensee's registered office or if it is left at the Licensed Area, or (ii) by email to the Licensee's last known email address.
- c) A notice will be deemed served on the Licensor if sent by hand or by registered post to the Licensor's registered office or any other address notified by the Licensor to the Licensee.

- d) A notice sent by hand will be deemed served on the day it is sent. A notice sent by registered post will be deemed served forty-eight (48) hours after posting. A notice sent by email will be deemed served thirty (30) minutes after the time sent.

6 GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Singapore and the parties hereto submit to the exclusive jurisdiction of the Courts of Singapore.

7 VARIATION OF LICENCE

This Agreement may not be amended or varied except in writing signed by the parties hereto.

8 ENTIRE AGREEMENT

- (a) This Agreement shall constitute the full agreement between the parties hereto and shall supersede all prior negotiations, proposals and agreements whether oral or written with respect to the subject-matter of this Agreement.
- (b) The Licensee agrees that the Licensor shall not be bound by, and the Licensee shall not have any remedy in relation to, any representations or promises relating to the Building or the Licensed Area, save as expressly set out in this Agreement.
- (c) The Licensor does not expressly or impliedly warrant that the Licensed Area is now or will remain suitable or adequate for all or any of the purposes of the Licensee and all warranties (if any) as to suitability and adequacy of the Licensed Area implied by law are expressly excluded from this Agreement.

9 EXCLUSION OF THIRD PARTY FROM RIGHT TO ENFORCE TERMS

Save as otherwise provided in this Agreement, a person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or any statutory modification or re-enactment thereof for the time being in force to enforce any of the provisions of this Agreement.

10 SEVERABILITY

If any provision (or part thereof) of this Agreement is held to be invalid, void, illegal or unenforceable, that provision (or part thereof) shall be treated as deleted from this Agreement. The remaining provisions (and if applicable, the remaining part of the affected provision) shall continue in full force and effect.

11 DISCLOSURE OF CONTACT INFORMATION

The Licensor may furnish the contact information of the Licensee and any of its agents, officers or employees to any third party for any purpose as the Licensor shall in its absolute discretion deem fit and the Licensee warrants that it has obtained the consent of each such person for the disclosure.

12 CONFIDENTIALITY

The Licensee shall not at any time disclose or cause to be disclosed to any third party any information in respect of, arising from or in connection with any term, condition or provision of this Agreement whether contained herein or in any separate document or in previous or subsequent correspondence or negotiations otherwise unless the disclosure is required by law or made with the prior written consent of the Licensor.

13 STAMP DUTY AND LEGAL COSTS

- (a) The stamp duty, if applicable, in respect of this Agreement (original and duplicate) shall be borne by the Licensee.
- (b) The legal costs and related expenses reasonably incurred by the Licensor of and relating to the preparation and completion of this Agreement shall be borne by the Licensee.
- (c) The Licensee shall be liable to the Licensor, on a full indemnity basis, for all legal costs and expenses incurred by the Licensor in consulting solicitors and/or in enforcing any provision of this Agreement in the event of a breach by the Licensee.

14 VARIATION OF CLAUSES AND SPECIAL TERMS AND CONDITIONS

- (a) Variations of the Clauses in this Agreement are set out in **Schedule 2** and the provisions in **Schedule 2** shall supersede the relevant provisions in this Licence, unless otherwise expressly provided.
- (b) The additional terms and conditions (if any) set out in **Schedule 3** shall apply and be binding on the parties hereto.

Schedule 1

	Paragraph	Particulars
1	Licensee	
2	Licensed Area	(as demarcated in Appendix A)
3	Licence Period	
4	Commencement Date	
5	Expiry Date	
6A	Licence Fee (inclusive of 9% GST)	
6B	Percentage Licence Fee (subject to GST)	Not applicable
7	Security Deposit	
8	Public Liability Insurance (inclusive of 9% GST)	
9	Permitted Use	
10	Termination Fee	

Licensee	Licensor

APPENDIX A (site/map)

Schedule 2 (Variations)

[where Licence Fee is payable monthly]

1. Clause 1.7 of this Agreement shall be deleted and substituted as follows:

(c) The Licensee shall pay to the Licensor the monthly licence fee **as stated in paragraph 6A of Schedule 1** (the "Licence Fee"), inclusive of goods and services tax ("GST") at the prevailing rate. The Licence Fee shall be due and payable in advance on the first day of each month and proportionately for any period of less than a month, the first of such payment to be made on or before the Commencement Date.

(d) If applicable, the Licensee shall also pay to the Licensor a percentage licence fee **as stated in paragraph 6B of Schedule 1** (the "Percentage Licence Fee") and GST thereon at the prevailing rate. The Percentage Licence Fee and GST thereon shall be paid within three (3) of receipt of the Licensor's invoice for the Percentage Licence Fee.

2. Clause 1.8(a) of this Agreement shall be deleted and substituted as follows:

(a) Within fourteen (14) days after the expiry of each month, the Licensee shall submit to the Licensor a statement of Gross Sales (defined below) duly certified by an authorised officer of the Licensee showing the Gross Sales for the Licence Period in the form annexed to this Agreement as Appendix B.

**Schedule 3
(Special Terms and Conditions)**

Not Applicable

Appendix B
(Form of Statement of Gross Sales) GTO Report

GTO Report

Company:

Event Date:

Date	Sales
	GTO (excl. GST)
Total	

X _____ % = \$ _____

Submitted by:

Name:

Position:

Date:

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

On behalf of

Siriti R Pte. Ltd.

by its authorised representative:

(Name & Designation))
)
)
)
)

In the presence of:)
)

(Name & Designation))

Signed by

by its authorised representative:)
)
)
)
)

(Name & Designation))

In the presence of:)
)
)
)

(Name & Designation))