

DATED THIS DAY OF 2021

BETWEEN

SMRT TRAINS LTD

AND

XXX

LICENCE AGREEMENT

SPECIMEN



CONTENTS

CLAUSE	HEADING	PAGE
1.	GRANT OF LICENCE AND ACCESS	3
2.	TERM	3
3.	MONTHLY LICENCE FEE	3
4.	TAXES	3
5.	INTEREST	4
6.1	PAYMENT	4
6.2.1	SECURITY DEPOSIT	4
6.3.1	FITTING-OUT WORKS	4
6.4.1	INSURANCE	4
6.5	USE	5
6.6	INDEMNITY	5
6.7.1	RULES & REGULATIONS	6
6.7.4	FIRE REGULATIONS	6
6.7.5	LOADING AREA	7
6.8	OPERATION AND MAINTENANCE	7
6.9	ALTERATIONS & ADDITIONS	7
6.10	REMOVAL/REIN-STATEMENT	7
6.11	ADVERTISING AND MARKETING MATERIALS	8
6.12	NON-LIABILITY	8
6.13	NON-ASSIGNMENT	8
6.14	LICENSEE'S FAILURE	8
6.15	LICENSOR'S RIGHT TO RESTRICT ACCESS TO STATION	9
6.16	HOLDING OF FUNCTIONS	9
6.17	POWER TO DEAL WITH ADJOINING PROPERTY	9
6.18	RIGHT TO CHANGE LOCATION OF COMMON AREAS	9
6.19	DEFAULT AND TERMINATION	9
6.20	ENTIRE AGREEMENT	10
6.21	HOLDING OVER	11
6.22	COSTS AND EXPENSES	11
6.23	FURTHER ASSURANCE	11
6.24	VARIATION	11
6.25	WAIVERS/RIGHTS & REMEDIES	12
6.26	SEVERABILITY	12
6.27	COUNTERPARTS	12
6.28	NOTICES	12
6.29	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT	13
6.30	GOVERNING LAW AND JURISDICTION	13
6.31	CIVIL EMERGENCY EXERCISES	13
6.32	FOREIGN WORKERS AND IMMIGRATION ACT	13
6.33	CLAUSE HEADINGS	13
	SCHEDULE 1	14
	SCHEDULE 2	15
	EXECUTION	17
	ANNEX A	18

AN AGREEMENT made on the _____ day of _____ two thousand and xxxx
BETWEEN:

- (1) **SMRT TRAINS LTD** (Company Registration Number: 198702333K), a company incorporated in Singapore and having its registered office at 2 Tanjong Katong Road, #08-01, Tower 3, Paya Lebar Quarter, Singapore 437161 (**Licensor**) of the one part; and
- (2) **XXX** (Company Registration Number: XXX), a company registered in Singapore and having its registered office at XXX (hereinafter called "the Licensee") of the other part.

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

WHEREBY IT IS AGREED as follows: -

GRANT OF LICENCE
AND ACCESS

1. (a) The Licensor hereby grants the Licensee a non-exclusive licence to install, operate and maintain the kiosk(s) daily during the operating hours specified by the Licensor, at the Licensed Premises, for the use as set out in Clause 6.5 herein and as approved by the Licensor, such grant being subject always to the prior approval(s) of the National Environmental Authority of Singapore and all such other competent and relevant authorities being obtained, where required. The Licensee shall have the non-exclusive right by itself, or through its employees, agents and customers to enter the Licensed Premises and use the entrances, stairs and passages of the Station giving access to the kiosks as designated by the Licensor.

(b) In the event that the National Environmental Authority of Singapore and/or any other competent authority subsequently revokes its approval or consent which was previously granted, this Agreement shall still continue in full force and effect provided always that (i) it shall not illegal or unlawful in any way and (ii) the Licensor has not exercised its right under Clause 6.19.5.

TERM

2. The licence hereby granted shall be for the period specified in paragraph 4 of Schedule 1 (**Licence Period**) and shall commence on the date specified in paragraph 4 of Schedule 1 (**Term Commencement Date**).

MONTHLY LICENCE
FEE

3. The Licensee shall pay the Licensor: -

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

The Licence Fee shall be payable monthly in advance (pro-rated for any period less than a calendar month) without any deduction, setoff, abatement or demand. The first payment thereof or such other sum as is proportionate for any part of a calendar month shall be made on or before the execution of this Agreement, and thereafter payment shall be made on the first day of each succeeding calendar month without demand, deductions, setoff or abatement.

TAXES

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



- INTEREST
5. In addition and without prejudice to any other right, power or remedy of the Licensor, if the Licence Fee and/or any other monies due under this Agreement shall at any time remain unpaid for fourteen (14) days after the same shall have become due (whether formally demanded or not) the Licensee shall pay to the Licensor interest thereon calculated from the date on which such monies fall due for payment to the date on which such monies are paid to or recovered in full by the Licensor at the rate of one per cent (1%) per month or such other revised rates as the Licensor may from time to time determine.
6. The Licensee hereby agrees as follows: -
- PAYMENT
- 6.1 To pay the Licence Fee on the days and in the manner aforesaid without any demand, setoff, abatement or deduction.
- SECURITY DEPOSIT
- 6.2.1 On or before the execution of this Agreement, to pay the Licensor the sum specified in paragraph 5 of Schedule 1 (**Security Deposit**) as security for the due performance of the Licensee's obligations under this Agreement Provided Always that if the Licensee shall duly perform and observe all its obligations, stipulations, conditions and agreements during the Licence Period, the Licensor shall at the expiration or earlier determination of the Licence Period return the Security Deposit (without interest and subject to deductions under Clause 6.2.2) within one (1) month after the Licensee shall have duly reinstated the Licensed Premises to its original state and condition to the satisfaction of the Licensor in accordance with Clause 6.10 of this Agreement. The Security Deposit shall be maintained throughout the Licence Period.
- 6.2.2 If the Licensee fails to observe and perform any of the covenants, conditions, agreements and stipulations on the Licensee's part to be observed and performed then and in such case it shall be lawful for the Licensor to deduct from the Security Deposit paid under clause 6.2.1 hereof such sum or sums as may be necessary to make good and satisfy such damages and losses arising from the Licensee's failure as hereinbefore stipulated but without prejudice to the right of action of the Licensor against the Licensee in respect of any antecedent breach by the Licensee of any of the covenants, conditions, agreements or stipulations herein contained. If any amount shall be forfeited by the Licensor from the Security Deposit in accordance herewith, the Licensee shall within seven (7) days after the Licensor's written demand, give as further deposit, the amount so forfeited.
- FITTING-OUT WORKS
- 6.3.1 The Licensee shall install the kiosks and carry out related works at the Licensed Premises as may be required by the Licensor (**Fitting-Out Works**), in such manner as may be approved by the Licensor and in compliance with the Rules and Regulations (as defined in Clause 6.7.1) and such other laws, rules and regulations of the Land Transport Authority or any other relevant competent authority. The Licensee shall submit all plans for the Fitting-Out Works for the Licensor's approval prior to the commencement of such Fitting-Out Works. The Licensee shall bear all costs and expenses incurred in respect of the Fitting-Out Works. Any damage caused to the Licensed Premises or any part of the Station arising from the Fitting-Out Works shall be borne and made good by the Licensee to the Licensor's satisfaction.
- INSURANCE
- 6.4.1 To effect and keep effected in respect of the Licensed Premises at all times during the continuance of this Agreement a public risk and liability policy in the joint names of the Licensor and Licensee for such amount as may be reasonably required by the Licensor from time to time provided that the amount of insurance in respect of any single accident or occurrence shall not be less than Dollars Five Hundred Thousand (\$500,000.00).

6.4.2 Not at any time during the Licence Period do or permit or suffer to be done any act matter or thing upon the Licensed Premises whereby any insurances in respect thereof may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased.

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

6.4.4 The Licensee will in respect of any policy of insurance to be effected by the Licensee hereunder if required by the Licensor forthwith produce to the Licensor the policy of insurance and the receipts for payment of premiums.

6.4.5 The Licensee shall:

- (a) use any and all such insurance proceeds payable from the insurance policies effected pursuant to Clause 6.4.1 to pay for or reimburse the Licensor for any and all losses incurred or suffered by the Licensor;
- (b) pay the difference and/or any excess outstanding in the event that the insurance proceeds referred to under Clause 6.4.1 be insufficient to cover any and all losses incurred or suffered by the Licensor

USE

6.5 (a) The Kiosks shall be used solely for the purposes stated in the Schedule 1 Para 9 pursuant to the Licensee obtaining all necessary approvals and licences (if any) from the relevant authorities at the Licensee's sole cost and expense. Copies of all necessary approvals and licenses (if any) shall be given to the Licensor within seven (7) days of the receipt by the Licensee of such approvals and licenses, in any event at least 21 days prior to the Term Commencement Date. If such approvals and licenses are given to the Licensor less than the aforementioned 21 days, the Licensor shall have the right to reject or change the Term Commencement Date. The Licensee shall not deviate from the approved use or permit the Kiosk to be used for any purpose without the prior written consent of the Licensor.

(b) The Licensor may refund a portion of the License Fee and Security Deposit if the original rejection letter from the relevant and competent authority is produced by the Licensee before the Term Commencement Date.

(c) The Licensee shall commence business fully fixtured stocked and staffed in accordance with Clause 6.3.1 on or by the Term Commencement Date. If the Licensee fails to commence business as provided herein for any reason whatsoever without the Licensor's consent, the Licensor, in addition to the remedies herein provided, may terminate this License by giving seven (7) days' written notice to the Licensee unless the Licensee commences business fully stocked, fixtured and staffed before the expiration of the said written notice

INDEMNITY

6.6 To indemnify and keep indemnified the Licensor from and against: -

6.6.1 all claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Licensor may suffer or incur arising from or out of any act, negligence or omission by the Licensee or its employees, agents, contractors, invitees, customers and/or licensees upon or at the Licensed Premises;



- 6.6.2 all loss and damage to the Licensed Premises, any part of the Station and to all property therein caused directly or indirectly by the Licensee or its employees, agents, contractors, invitees, customers and/or licensees; and
- 6.6.3 all loss and damage suffered by the Licensor as a result of any breach by the Licensee of any of its obligations hereunder.
- 6.6.4 all loss and damage which the Licensor may howsoever suffer or incur or sustain in connection with the Licensee's, or the Licensee's employees, agents, contractors, invitees and/or sub-licensees' breach of and/or failure to comply with or abide by the requirements, rules, directions or instructions and/or regulations by the National Environmental Authority of Singapore and/or any other competent authority.

RULES & REGULATIONS

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

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

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

FIRE REGULATIONS

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

SPRINKLER



LOADING AREA

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

OPERATION AND MAINTENANCE

6.8 The kiosk shall be operated and maintained in such efficient, orderly, clean and tidy manner as may be required by the Licensor and to the Licensor's satisfaction and in compliance with the Rules and Regulations. The Licensee shall bear all costs and expenses incurred in respect of the installation, operation, maintenance and removal of the kiosk. All damage to the Licensed Premises or any part of the Station arising from the installation, operation, maintenance and removal of the kiosk shall be borne and made good by the Licensee to the Licensor's satisfaction. If the Licensor is of the opinion that the kiosk or any part of the Licensed Premises is not installed, operated, maintained or removed to the Licensor's satisfaction and requires repair or rectification, the Licensor may notify the Licensee of the same and the Licensee shall respond to the Licensor in writing within twenty-four (24) hours of the Licensor's notification on its intended course of action and shall as soon as practicable (which shall be no longer than seven (7) days), carry out all necessary repair or rectification works to the Licensor's satisfaction, failing which the Licensor shall, without prejudice to any other rights it may have under this Agreement or at law, be entitled to carry out the repair or rectification work either by itself or through the appointment of contractors, and shall be entitled to claim all costs, expenses, fees and charges incurred thereby.

ALTERATIONS & ADDITIONS

6.9 Not to make or permit to be made any alterations or additions to the Licensed Premises or to the kiosk (including the number, type, location, size, dimensions, façade, structure or design of the kiosk) without the Licensor's prior consent in writing. In the event that such consent is given, the Licensee shall carry out, at its own costs and expenses, such alterations or additions, in such manner and subject to such conditions as may be required by the Licensor. Any damage caused to the Licensed Premises or any part of the Station as a result of such alterations or additions shall be borne and made good by the Licensee to the Licensor's satisfaction. The Licensor shall be entitled to enter upon the Licensed Premises at any time to carry out any repair, refurbishment or renovation works, alterations or additions to the Licensed Premises and to the kiosks.

REMOVAL/ REIN-STATEMENT

6.10 The Licensee shall on the expiry or earlier determination of the Licence Period, at its own costs and expenses to reinstate the Licensed Premises to its original state and condition, to the satisfaction of the Licensor and in default of such removal and reinstatement being effected upon the expiry or earlier determination of the Licence Period, it shall be lawful for the Licensor to effect the same in such a manner as it may in its absolute discretion deem fit and reclaim exclusive use and possession of the Licensed Premises. The Licensor reserves the right to recover the said costs and expenses of such removal and reinstatement from the Licensee.



ADVERTISING AND MARKETING MATERIALS	6.11	Any advertising, promotional or marketing materials used in the Licensed Premises or on the kiosk shall be approved by the Licensor in writing prior to such usage, such approval to be at the Licensor's absolute discretion.
NON-LIABILITY	6.12	Notwithstanding anything herein contained, the Licensor shall not be liable to the Licensee nor shall the Licensee have any claim against the Licensor in respect of: -
	6.12.1	any interruption in any of the services to the Station by reason of repair or maintenance of any installations or apparatus or damage thereto howsoever caused;
	6.12.2	any damage, loss or injury howsoever caused to any person or property in the kiosk, the Licensed Premises or any part of the Station;
	6.12.3	any act, omission or negligence of any attendant or other servant or employee or contractor of the Licensor in or about the performance or purported performance of any duty relating to the provision of the services to the Station;
	6.12.4	any loss of money, goods or merchandise (as the case may be) contained in the kiosk and any loss to the Licensee resulting from any failure or malfunction in the kiosk.
	6.12.5	the Licensor's refusal to grant, or restriction of, access to the Station or closure of all or any of the entrances, exits or driveways to the Station, for any reason as the Licensor shall deem fit.
	6.12.6	any damage, loss (including loss of revenue or profit) or injury resulting from any interruption in any of the services to the Station or the Licensed Premises or the restriction of access to, or closure of, the Station or the Licensed Premises due to reasons or crisis beyond the Licensor's control, or the control of any of its employees including without limitation nationalisation, expropriation, acts of war, terrorism, insurrection, revolution, civil interest, riots, strikes, nuclear fission or acts of God.
NON-ASSIGNMENT	6.13	The Licensee shall not assign or transfer any of its rights or obligations under this Agreement or part with possession of the Licensed Premises or any part thereof or either by way of sharing or other means cause or allow any company, person or persons not a party to this Agreement to obtain the use or possession of the Licensed Premises or any part thereof, irrespective of whether any fee or other consideration is given. In the event of such assignment, transfer or sharing, this Agreement shall at the option of the Licensor forthwith be determined and the Licensee shall forthwith surrender the Licensed Premises to the Licensor without prejudice to any right of action or remedy of the Licensor for any antecedent breach of the Licensee's covenants herein contained.
LICENSEE'S FAILURE	6.14	If the Licensee shall fail to pay any monies or charges as required hereunder to any person other than the Licensor or if the Licensee fails to perform any undertaking on the part of the Licensee herein contained, the Licensor shall be entitled (but not obliged) to make any payment or do any act or thing and incur any expense as may be necessary to perform the said undertaking and any sum of money or expense which the Licensor may pay or incur for the purpose aforesaid shall constitute a liquidated debt due and owing by the Licensee to the Licensor and shall on demand be repaid to the Licensor.
LICENSOR'S RIGHT TO RESTRICT ACCESS TO STATION	6.15	The Licensor may in the exercise of its absolute discretion refuse to grant, or restrict, access to any part of the common areas of the Station or may close off all or any of the walkways, entrances, exits or driveways of the Station for such period as the Licensor deems appropriate.



HOLDING OF FUNCTIONS	6.16	The Licensor may at its absolute discretion permit any person or organisation to hold any functions or exhibitions or display merchandise in any part of the common areas of the Station and/or close or cordon any part of the common areas of the Station for such functions, exhibitions or display, notwithstanding that access to the Licensed Premises may be restricted or affected as a result thereof, provided that the restriction of access to the Licensed Premises shall only be for a reasonable period.
POWER TO DEAL WITH ADJOINING PROPERTY	6.17	The Licensor may deal as it may think fit with other property belonging to the Licensor adjoining or nearby and to erect or suffer to be erected on such property any buildings whatsoever whether or not such buildings shall affect or diminish the light or air which may now or at any time be enjoyed by the Licensee in respect of the Licensed Premises.
RIGHT TO CHANGE LOCATION OF COMMON AREAS	6.18	<p>(a) The Licensor shall have the right at any time without incurring any liability to the Licensee, to change the arrangement and/or location of entrances passage-ways doors doorways partitions corridors toilets or other public parts of the Station or any services, or apparatus serving the Station and to change the name, number or designation by which the Station is known.</p> <p>(b) Without prejudice to the Licensor's rights under Clause 6.19.3 herein, the Licensor shall have the right at any time and without incurring any liability to the Licensee, to require the Licensee to change the location of the kiosk(s) to any other part of the Station designated by the Licensor, and the costs of such relocation shall at all times be borne wholly and solely by the Licensee.</p>
DEFAULT AND TERMINATION	6.19.1	<p>PROVIDED ALWAYS and it is hereby agreed and declared that if any one or more of the following events shall occur, the Licensor shall be entitled to forfeit the Security Deposit and at any time thereafter to terminate this Agreement and regain possession and exclusive use of the Licensed Premises, and thereupon the licence hereby granted shall forthwith and absolutely cease but without prejudice to any right of action or remedy of the Licensor in respect of any antecedent breach of the Licensee's covenants herein contained:-</p> <p>(a) if the Licence Fee or any other monies payable by the Licensee hereunder shall at any time remain unpaid for fourteen (14) days after the same shall have become due.</p> <p>(b) if the Licensee breaches any of the terms or covenants on the Licensee's part to be performed and observed hereunder (other than the payment of Licence Fee or any other monies under Clause 6.19.1(a)) and such breach (if capable of being remedied) has not been remedied after the Licensor has given to the Licensee written notice to remedy the same;</p> <p>(c) if the Licensee makes any assignment for the benefit of the Licensee's creditors or enters into any agreement or makes any arrangement with the Licensee's creditors for liquidation of the Licensee's debts by composition;</p> <p>(d) if the Licensee becomes insolvent or is wound up whether voluntarily or compulsorily save for the purpose of reconstruction or amalgamation; or</p> <p>(e) if any distress or execution is levied or enforced upon any part of the property or assets of the Licensee and is not discharged or paid off within fourteen (14) days thereafter.</p>

DRAFT



- 6.19.2 (a) In the event that the Licensed Premises or the Station or any part thereof, at any time during the Licence Period shall be damaged or destroyed by fire, act of God or other cause beyond the control of the Licensor as to render the Licensed Premises unfit for use or access thereto impossible for a period of more than one (1) month (except where such damage or destruction has been caused by the act, omission, default or negligence of the Licensee or its servants or agents, invitees, contractors or customers), the Licence Fee or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Licensed Premises shall be rendered fit for occupation and use or until access thereto may be obtained (as the case may be).
- (b) If the unfitness of the Licensed Premises or the inaccessibility thereto as aforesaid shall continue for a period of more than three (3) months, either the Licensor or the Licensee shall be at liberty by notice in writing to determine the Licence Period and upon such notice being given the licence hereby granted shall absolutely cease and determine but without prejudice to any right of action of the Licensor or the Licensee in respect of any antecedent breach of the terms and covenants under this Agreement by the Licensee or the Licensor (as the case may be).

6.19.3 If the Licensor decides to carry out any repair, refurbishment or renovation works or any alterations or additions to the Licensed Premises for any reason whatsoever (whether at the request of the Land Transport Authority or otherwise) as shall affect the Licensed Premises or any part thereof, the Licensor may terminate this Agreement by giving two (2) weeks' notice to the Licensee. Upon expiry of the two (2) weeks' notice, this Agreement shall be terminated without prejudice to the rights of either party in respect of the antecedent breaches of the other. For the avoidance of doubt, the Licensee agrees that the Licensor shall not be liable to the Licensee for any costs or damages incurred or suffered by the Licensee as a result of termination by the Licensor under this sub-clause.

6.19.4 Notwithstanding anything herein, the Licensor shall have the right to terminate this agreement by giving written notice to the Licensee. The Licensor shall not be liable to the Licensee for any costs or damages incurred or suffered by the Licensee as a result of termination under this sub-clause and the Licensor shall not be obliged to provide any reason whatsoever for such termination.

6.19.5 The Licensor shall have the right to terminate this agreement forthwith without prior notice in the event that the National Environmental Authority of Singapore and/or any other competent authority subsequently revoke(s) its approval(s) or consent(s) which was previously granted to the Licensee.

6.19.6 (a) In the event of any termination of this agreement before the Licence Period (whether by the Licensor or otherwise), the Licensee shall not be entitled to a rebate or refund (whether these shall be in whole or in part) of the Licence Fee payable or paid.

(b) For the avoidance of doubt, the parties hereby acknowledge and agree that notwithstanding anything herein, including Clause 6.19.6(a) above, the Licensee shall not, under any circumstances, be entitled to or have any right to terminate this agreement before the expiry of the Licence Period.

ENTIRE AGREEMENT

6.20 This Agreement set out the entire agreement and understanding between the parties and shall supersede all prior oral or written communications representations or agreements in relation to the subject matter of this Agreement.



HOLDING OVER	6.21	In the event that the Licensee fails to reinstate the Licensed Premises in accordance with Clause 6.10 to the Licensor's satisfaction upon expiry or earlier determination of the Licence Period, the Licensee shall be liable to pay double the amount of the Licence Fee from the day following the expiry or earlier determination of the Licence Period until such time when the Licensed Premises has been reinstated to its original state and condition to the Licensor's satisfaction, without prejudice to any other right or remedy the Licensor has against the Licensee under this Agreement or at law.
COSTS AND EXPENSES	6.22	<p>(a) The Licensee shall pay all the legal fees, charges (including without limitation the administration charges charged by the Licensor and any legal fees incurred on a solicitor and client basis) and expenses (including taxation) incurred in the preparation, negotiation and completion of this Agreement and any other related documents, and in connection with any surrender or other termination thereof otherwise than by effluxion of time and any claim or legal proceedings which may be brought by the Licensor against the Licensee in enforcing any of its rights under this Agreement.</p> <p>(b) In the event that the Licensor consents in writing to the Licensee's request(s) for (i) any amendment to (including any variation, modification, deletion or addition of the terms of) this Agreement and/or (ii) the novation of this Agreement, the Licensor shall have the right to charge by giving a written notification to the Licensee, and the Licensee shall be liable to pay within seven (7) days of the date of such notification,</p> <p>(i) an administrative fee of Singapore Dollars One Hundred (S\$100) for every change made ("Amendment Fee"); as well as</p> <p>(ii) a processing fee ("Processing Fee") calculated in accordance with the following schedule:</p> <p>< 1 week before event date : 40% of licence fee < 2 weeks before event date : 30% of licence fee < 3 weeks before event date : 20% of licence fee ≥ 3 week before event date : 10% of licence fee</p> <p>(c) The Licensee shall not under any circumstances such as but not limited to a pre-termination of this Agreement by the Licensor or otherwise, be entitled to a rebate or refund (whether these shall be in whole or in part) of the Amendment Fee or Processing Fee payable or paid. For the avoidance of doubt, even if the Licensee subsequently informs the Licensor that the Licensee wishes to revoke any of its requests made under Clause 6.22(b) before any steps have been taken by the Licensor to fulfill such request(s), the Licensee shall be solely and wholly liable for any and all Amendment Fee(s) and/or Processing Fee(s) chargeable under Clause 6.22(b).</p>
FURTHER ASSURANCE	6.23	The Licensee agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as may be necessary to give effect to this Agreement and the transactions contemplated under it.
VARIATION	6.24	<p>(a) No variation of this Agreement (or of any of the documents referred to in this Agreement) shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any amendment, supplement, deletion or replacement however effected.</p> <p>(b) Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Agreement</p>

shall remain in full force and effect, except and only to the extent that they are so varied.

- WAIVERS/ RIGHTS & REMEDIES 6.25 (a) No failure or delay by the Licensor in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- (b) The rights and remedies of the Licensor under or pursuant to this Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights and remedies under general law.
- SEVERABILITY 6.26 If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.
- COUNTERPARTS 6.27 This Agreement may be executed by the parties in any number of counterparts, each of which is an original but all of which together constitute one and the same instrument.
- NOTICES 6.28 (a) Any notice or other communication to be given by one party to the other under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by fax to the number set out in Clause 6.28(b) or delivering it by hand or sending it by pre-paid post, to the address set out in Clause 6.28(b), and in each case marked for the attention of the relevant party set out in Clause 6.28(b) (or as otherwise notified from time to time in accordance with the provisions of this Clause 6.28). Any notice so served by hand, fax or post shall be deemed to have been duly given:
- (i) in the case of delivery by hand, when delivered;
 - (ii) in the case of fax, at the time of transmission;
 - (iii) in the case of post, on the second business day after the date of posting (if sent by local mail) and on the seventh business day after the date of posting (if sent by air mail),
- provided that in each case where delivery by hand or by fax occurs after 5 p.m. on a business day or on a day which is not a business day, service shall be deemed to occur at 9 a.m. on the next following business day.
- (b) The addresses and fax numbers of the parties for the purpose of Clause 6.28(a) above are specified in paragraph 8 of Schedule 1.
- (c) A party may notify the other party to this Agreement of a change to its name, relevant addressee, address or fax number for the purposes of this Clause 6.28, provided that, such notice shall only be effective on:
- (i) the date specified in the notice as the date on which the change is to take place; or
 - (ii) if no date is specified or the date specified is less than five (5) business days after the date on which notice is given, the



date following five (5) business days after notice of any change has been given.

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT	6.29	A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms of this Agreement.
GOVERNING LAW AND JURISDICTION	6.30	<p>(a) This Agreement and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Singapore.</p> <p>(b) In respect of any legal action or proceedings arising out of or in connection with this Agreement, the parties irrevocably submit to the jurisdiction of the courts of Singapore. That submission shall not affect the right of either party to institute proceedings in any other jurisdiction.</p>
CIVIL EMERGENCY EXERCISES	6.31	The Licensee shall cooperate fully in all civil emergency exercises conducted by the Licensor or the LTA or any other statutory body or relevant authority at the Station. The Licensee agrees that the Licensor shall not be liable to the Licensee nor shall the Licensee have any claim against the Licensor in respect of any damage, loss (including loss of revenue or profit) or injury resulting from any such exercises.
FOREIGN WORKERS AND IMMIGRATION ACT	6.32	The Licensee shall comply with, and shall not contravene or commit any offences under any and all relevant laws, regulations, rules, guidelines and directives by any competent authority relating to the employment or use of employees, workers, helpers and any such other persons at the Licensed Premises. Such laws shall include but not be limited to the Immigration Act and the Employment of Foreign Workers Act.
CLAUSE HEADINGS	6.33	Clause headings are for ease of reference only and do not affect the construction of this Agreement.

SCHEDULE 1

1. Licensee : **xxx**
(Company Registration Number: xxx)
2. Licensed Premises : All that portion estimated to contain an area of approximately 2.4mx1.8m located at B1 Level of Raffles Place MRT Station, which said portion is more particularly delineated and edged red on the plan ANNEX hereto or such other location as may be allocated by the Licensor pursuant to clause 6.18 (b) herein.
3. Kiosk : Refer to Appendix 1
4. Licence Period : Refer to Appendix 1
5. Payment Schedule : Refer to Appendix 1
6. Fitting Out/
Reinstatement Deposit : N.A.
7. Letter of Offer : N.A.
8. Notices : **The Licensor**
- Address: 2 Tanjong Katong Road
#08-01 Tower 3 Paya Lebar Quarter
Singapore 437161
- Fax: (65) 6908 3532
- For the attention of: Ms xxxxxx
- The Licensee**
- Address: xxx
- Fax No.: N.A.
- For the attention of: xxx
9. Permitted Use : The Licensee shall only use the kiosk for xxx as stated in the application form approved by the Licensor.
10. Other Conditions : a) Usage of additional setup including but not limited to tables and shelves are not allowed.
- b) All signage have to be approved by the Licensor. Signage indicating "sale" are not allowed unless with the written approval of the Licensor.

SCHEDULE 2

RULES AND REGULATIONS OF STATION

1. The Licensor shall from time to time specify the operational hours of the Station and the Mass Rapid Transit System (*the said operational hours*).
2. The Licensor shall be entitled to close off, lock-off or otherwise control all entrances and access to the Station, and the common area or any part thereof and to prevent and prohibit any person (including the Licensee) from entering or remaining therein after the said operational hours.
3. The Licensee shall only conduct, be, or remain open for business at or during the said operational hours.
4. The Licensee shall be allowed entry to the Station after the said operational hours only if prior adequate notification has been given to the Station official and entry is subject to the clearance of proper identification papers produced by the Licensee or its agent, employee or representatives to the satisfaction of the Licensor's authorised representative.
5. Notwithstanding anything herein contained, the Licensor may at its discretion close off or lock all entrances and/or access to the Station, the Mass Rapid Transit System, common area or any part thereof in the event of any emergencies.
6. The Licensee shall not enter into the prohibited and/or restricted areas which are only accessible to persons authorised by the Licensor (including but not limited to the staff and/or live areas and substations).
7. The Licensee shall not enter into the areas in the Station in which payment of any fees is required prior to entry nor into any of the vehicles in the Mass Rapid Transit System unless and until payment of the amount and in the mode and manner required by the Licensor or any other statutory body and/or prescribed by the Rules and Regulations or any other rules and regulations prescribed by the Licensor or any other statutory body, has been made and the proper ticket, receipt or acknowledgement issued to the Licensee.
8. The Licensee shall ensure that its employees, suppliers, contractors, agents etc. shall not smoke or carry a lighted pipe, cigar, cigarette in any lift, vehicle, paid area or any part of the common area or the Station or any part thereof where the same is prohibited by notices posted by the Licensor or if prohibited by any authorised representative or employee of the Licensor or any other statutory body.
9. The Licensee or its employees or agents shall refrain from passing any article, good, material or substance over the ticket barriers installed in the Station.
10. The Licensee shall ensure that its contractors shall not carry out hot works, paintings (use of oil-based paint), use of hazardous material (such as thinner and turpentine exceeding 1 litre, kerosene, diesel) and fastening work using explosive power tools without prior written approval from the Licensor.
11. The Licensee, its employees, agents, suppliers and contractors shall not use the Station escalator for the transportation of goods, material, paints etc.
12. The Licensee shall not obstruct any component of the fire detection/protection system such as smoke or heat detectors, sprinklers and call points.
13. The Licensee shall not store any goods in the switchroom(s).
14. The Licensee shall not remove any fitting from the Mass Rapid Transit System such as sprinkler head, valves, main switchboard, metal or fibre plate, speakers, smoke or heat detectors without the prior written approval from the Licensor.
15. The Licensee shall not by means of any machine provided by the Licensor in the Station change any coin or coins or any currency note or notes except for the sole purpose of purchasing a ticket or tickets from the Licensor or any other statutory body in the Station.
16. Lost property in or upon any part of the Mass Rapid Transit System shall be handed over by the Licensee to a duly authorised official or representative of the Licensor at the nearest station and no other person other than an official of the Licensor shall remove from any part of the Mass Rapid Transit System any property



lost or left behind therein, except for the purpose of handing over the same to the duly authorised official or representative of the Licensor.

17. The Licensee shall not in any way obstruct or permit the obstruction of any walkways, pavements, entrances, passages, courts, corridors, service ways, vestibules, halls, roads, docks, stairways, elevators, hoists, escalators, fire or escape door or other parts of the common area or Station or any appurtenances or conveniences thereto.
18. The Licensee shall not in any way cover or obstruct any lights, sky-lights, windows or other means of illumination of the common area or of the Station generally.
19. The Licensee shall not throw or permit to be thrown, dropped or fall any articles or substance whatsoever from or out of the Licensed Premises, the common area or the Station or any part thereof and shall not place upon any sill, ledge or other like part of the Licensed Premises, the common areas or Station any articles or substance.
20. The Licensee will keep clean and free from dirt and rubbish such parts of the common area or Station or any public footpath or right of way as immediately adjoin the Licensed Premises.
21. The Licensee will use its best endeavours to protect and keep safe the Licensed Premises and any property contained therein from theft or robbery and shall keep all doors, windows and other openings closed and securely fastened on all occasions when the Licensed Premises are not in use or occupied and the Licensor reserves the right by itself or through its agents, caretakers, employees, servants and/or workmen to enter and fasten the same if left insecurely fastened.
22. No rubbish or waste shall at any time be burnt upon the Licensed Premises, the common area, Station or any part thereof.
23. Before any machinery, safe or furniture is moved into or out of the Licensed Premises prior written notice must be given to the Licensor by the Licensee and the moving of the same must be done under the supervision of a person nominated by the Licensor and at a time approved by the Licensor and at no other time.
24. The Licensee shall advise the Licensor of the private address of the Licensee or if the Licensee shall be a corporation, of the manager thereof, or if there shall be more than one licensee of any two of them. The Licensor shall promptly be informed of any changes in any such address(es).
25. The Licensee shall not display or place or permit or suffer to be displayed or placed in or against any part of the Licensed Premises any cartons or boxes which may be visible from the exterior of the Licensed Premises or the Station or any part thereof.
26. Written confirmation (signed by the Licensee) shall be given to the Licensor on the handing over of the electrical distribution board complete with internal protection plate/shield that the Licensee shall be responsible for ensuring that such protection shield/plate shall not be removed at any time.
27. No further extension or alteration is to be carried out on the electrical installation or fire detection or protection within the Licensed Premises once the drawings are approved by the Licensor and the installation tested by an approved tester.
28. Any alteration/extension carried on the electrical installation without prior written approval of the Licensor shall be deemed to be illegal and shall be removed at the Licensee's expense.
29. The Licensee shall engage licensed electrical workers and/or qualified professionals to carry out periodic checks on the electrical installation and fire detection/protection systems in the Licensed Premises, at frequencies in compliance with statutory requirements or at such times as may be requested by the Licensor.

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

SIGNED by)
for and on behalf of)
LICENSOR)
In the presence of: -)

XXXXX
Assistant General Manager
Stellar Ace

Name of Witness: XXXXX
Manager
Stellar Ace (Activation)

SIGNED by)
for and on behalf of)
LICENSEE)
in the presence of: -)

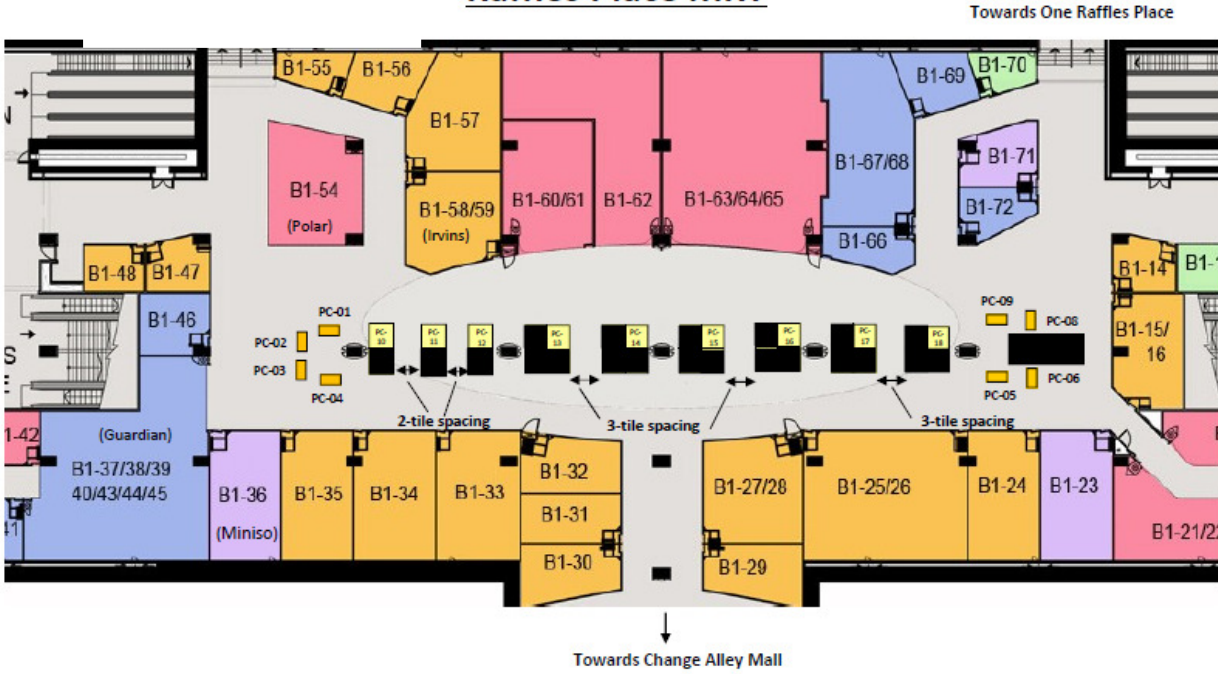
Name of Witness:

SPECIMEN



ANNEX A

Raffles Place MRT



Note: - Not drawn to scale
- shop names are for wayfinding purposes only

Updated: Aug'21

SPE

*Note: Floor plan is subject to changes



Booking form

SPECIMEN

