

TERMS AND CONDITIONS FOR ADVERTISEMENT

Last Updated: 5 October 2021

These terms and conditions for Advertisement apply in respect of the request by the Advertiser for advertising services as specified in the Insertion Order.

No express or implied representation or promises given by the Company's representative shall bind the Company unless expressly contained or included in writing in the Insertion Order.

1. INSERTION ORDER BINDING ONLY WHEN SIGNED

1.1. A binding agreement between the Advertiser and the Company does not arise unless and until the Insertion Order has been accepted and duly signed by authorised representatives of the Company and the Advertiser.

2. CAPACITY AND LIABILITY OF ADVERTISING AGENCY

2.1. An Advertising Agency that enters into this Agreement with the Company to book an Advertisement for an Advertiser shall be deemed to contract as principal and shall accordingly have full responsibility, liability and authority in matters connected with (a) payment of the Media Charges and other amounts under this Agreement; (b) approval and amendment of the Advertisement; and (c) the Agreement as a whole. References to the Advertiser in this Agreement, where applicable, include the Advertising Agency.

2.2. Where an Advertising Agency enters this Agreement on behalf of the Advertiser, both the Advertising Agency and Advertiser shall be jointly and severally liable under this Agreement, including without limitation, for all Media Charges and other amounts payable for the Advertisement. In these circumstances, the Advertising Agency shall provide the Company with written evidence of its appointment as an Advertising Agency on Record (AOR) and/ or authorised agent of the Advertiser on demand by the Company.

3. ADVERTISING AGENCY COMMISSION

3.1. Where an Advertising Agency which is incorporated in Singapore and accredited by The **4As** ("**Accredited Agency**") enters this Agreement, the Company shall pay to the Advertising Agency an agency commission ("**Agency Commission**") of fifteen percent (15%) (or such other percentage or amount as may be agreed between the parties in writing) of the Media Charges.

3.2. Where a non-Accredited Agency enters this Agreement, the Company shall in its sole discretion determine the Agency Commission payable to the Advertising Agency.

3.3. The Agency Commission referred to in Clause 3.1. is calculated based on the Media Charges applicable less any agreed discount and excluding any applicable taxes. The Media Charges and discount shall be determined by the Company in its sole discretion. The Agency Commission payable to the Advertising Agency shall be set off against the amount payable to the Company. No claim shall be made against the Company by any Advertising Agency for any fees or commission hereunder if any sums of money or monetary obligation is not paid by the Advertising Agency or the Advertiser to the Company, when due and after giving effect to any applicable grace period and in general any default in the performance or observance of any instrument, contract or agreement pursuant to which any material obligation of the Advertiser or Advertising Agency is created.

- 3.4. For avoidance of doubt the Agency Commission shall only be payable to an Advertising Agency that secures this Agreement on behalf of an Advertiser and not to an Advertiser which contracts directly with the Company on its own behalf and which is not an Advertising Agency.
- 3.5. The Advertising Agency shall only be entitled to be paid the Agency Commission, any applicable Early Payment Rebates (EPR), or any applicable Cash Rebates/Incentives, provided all sums due and owing to the Company hereunder are first paid by the Advertiser and/or the Advertising Agency (as the case may be). If applicable, the EPRs and/or Cash Rebates/Incentives shall be defined under a written agreement between the Advertiser and the Company.
- 3.6. Unless otherwise agreed in writing by the Company, the only commissions or compensation due to the Advertising Agency are those commissions or compensation payable pursuant to this Clause 3 and/or included in the written agreement.

4. ACCEPTANCE OF TERMS AND CONDITIONS

- 4.1. The Advertiser shall be deemed to have accepted these Terms and Conditions for Advertisement (as may be revised or amended from time to time by the Company) and agree to be bound thereby once an Insertion Order is placed with the Company by the Advertiser or accepted by the Advertiser by conduct.
- 4.2. The Company shall not be bound by any variations from these Terms and Conditions by the Advertiser or any other conditions of the Advertiser, which have not been expressly agreed to by the Company in writing and included in the Agreement.
- 4.3. The Company reserves the right in its absolute discretion to change the Advertisement Period, areas, positions, routes and display of the Advertisement without prior reference to the Advertiser.
- 4.4. In respect of Advertisements on bus(es), train(s) or taxi(s), while every endeavour will be made by the Company to display the Advertisement throughout the Advertisement Period, the Advertiser agrees and accepts that the Company may not display the Advertisement throughout the Advertisement Period in the event the bus(es), train(s) or taxi(s) are out of operation (i) because of damage sustained due to accidents; or (ii) for repairs. In any such event, the Company, may, in its absolute discretion, compensate the Advertiser for any portion of the Advertisement Period during which the Advertisement is not displayed for the reasons set out in this Clause, by providing the Advertiser with a replacement Advertisement Period ("Replacement Advertisement Period") of equivalent length. The Company shall determine in its sole discretion when such Replacement Advertisement Period shall commence. The Advertiser agrees and accepts that for operational reasons other than those listed in Clause 4.4. (i) and (ii), a minimum of twenty percent (20%) of all buses, trains and/or taxis in the Company's fleet will not be in service on the roads or tracks (i) daily; or (ii) for any period in a day. Notwithstanding any term herein, no compensation shall be payable by the Company to the Advertiser nor shall there be any reduction in the Media Charge payable by the Advertiser to the Company for periods when the bus, train and/ or taxi is not in service for such operational reasons.
- 4.5. In respect of Advertising Mediums that are building billboards and the like, the Advertiser acknowledges that while the Company shall use reasonable endeavours to display the Advertising Materials supplied by the Advertiser during the Advertising Period at the selected position. However, when directed by any Authority and/or the Landlord of the relevant building(s), the Company shall be entitled to change the positions of the display of the Advertising Materials and/or the Commencement Date without prior approval from the

Advertiser and the Advertiser shall have no claim against the Company for any disruptions up to 20% of the Advertising Period.

- 4.6. In respect of Advertisements on Digital Platforms, the Advertiser acknowledges that the Company shall have the right at all times to, without prior notice or reference to the Advertiser, stop, suspend or disrupt any of the Advertisements displayed on any Digital Platforms (whether the advertisement is playing midway or otherwise). The Advertiser acknowledges that the Company does not guarantee the smooth running and display of any advertisements on any Digital Platforms, and that such display may be affected (negatively) or marred (completely) by disruptions caused by preventive maintenance and/or technical malfunction of the Digital Platforms. The Company endeavour to its best effort, to rectify the minor disruption within two (2) hours of notification and within twenty-four (24) hours for major disruptions. However, the Advertiser agrees and accepts that the Company shall not be liable and the Advertiser shall have no claim against the Company for any disruptions up to 20% of the Advertising Period.

5. ADVERTISING MATERIALS

- 5.1. All production and installation to be undertaken by the Company.
- 5.2. The Advertiser to Provide FA. Unless otherwise expressly agreed in writing between the parties, the Advertiser must provide to the Company the Finished Artwork (FA) of such type, size and specifications as is suitable for exhibition on the Advertising Medium as required by the Company. The Advertiser must arrange for the FA to be delivered to such address as the Company may direct at least fifteen (15) Working Days prior to the Commencement Date. Time of delivery of the FA to the Company shall be of the essence.
- 5.3. Production of FA by the Company. If the Company is also required to produce the FA, the Advertiser must provide the Company with all artwork required by the Company and at such address as the Company may direct within the time stipulated by the Company to enable the Company to have the FA produced and approved by the Advertiser.
- 5.4. Changes of FA. Unless otherwise expressly provided in the Special Conditions, no replacement of FA or Advertisement will be made during the Advertisement Period. Where replacements have been provided for, additional charges at such rates as may be specified by the Company from time to time shall apply and the Advertiser shall pay such charges to the Company. In addition, the Advertiser shall compensate the Company at a rate of SGD800.00 (plus GST) per single deck bus per day or SGD1,600.00 (plus GST) per double deck bus per day or SGD60.00 (plus GST) per taxi per hour for the period when the affected bus(es) and/or taxi(s) are not in operation as a result of the installation of replacements. The Advertiser must also provide the Company with sufficient copies of the FA to allow for any replacements. The Company shall make every reasonable effort to fit and install the FA to the agreed Advertising Medium by or within a reasonable period of time from the Commencement Date. However, the Company shall not be responsible for any delay caused by any act, circumstance or thing beyond its reasonable control, including, without limitation, operational constraints in bus, taxi or train services, closure of train stations or bus interchanges, inclement weather, safety issues, industrial or other disputes.
- 5.5. Maintenance of Display during the Advertisement Period. The Company shall maintain the displayed advertisements during the Advertisement Period. In the event a replacement is required due to any reason other than wear and tear, including without limitation, vandalism or accident, the Company reserves the right to require the Advertiser to pay for the production costs of the replacement.

6. RATES AND INVOICES

- 6.1. The Company may issue invoices for the Advertisement at any time after the date of the Agreement, which shall be the date when all the required parties have signed the Insertion Order, or if the Advertiser has accepted the Insertion Order by Conduct.
- 6.2. In respect of Ambient Advertisements or billboards or Advertisements on buses, trains and at train stations or bus interchanges:
 - a) The Media Charge (excluding the cost of installation and production of FA and other like costs and expenses) will be charged and invoiced to the Advertiser in equal instalments on a four (4) weekly basis.
 - b) The installation, production and other like costs and expenses shall be separately charged and the total Contract Sum will be invoiced by the Company to the Advertiser immediately after the Coloured Proof is approved by the Advertiser in writing, which approval shall not be unreasonably withheld.
- 6.3. In respect of Advertisements on taxis:
 - a) The Media Charge will be invoiced to the Advertiser progressively based on the following terms:
 - i. The Company will record the actual advertising services completed every four (4) weeks and compute this as a percentage of the total Media Charge
 - ii. The percentage of the total Media Charge completed in Clause 6.3.(a)(i) every four (4) weeks will then be billed in equal instalments on a subsequent four (4) weekly basis until full settlement thereof.
 - iii. Billings will depend on the percentages of the taxis installed.
 - b) The installation, production and other like costs and expenses shall be separately charged and the total Contract Sum will be invoiced by the Company to the Advertiser immediately after the Coloured Proof is approved by the Advertiser in writing, which approval shall not be unreasonably withheld.
- 6.4. In respect of Advertisements on Digital Platforms:
 - a) The Media Charge (excluding the cost of production of video/clips and other like costs and expenses) will be charged and invoiced to the Advertiser in equal instalments on a four (4) weekly basis.
 - b) The loading fee and other like costs and expenses shall be separately charged and the total Contract Sum will be invoiced by the Company to the Advertiser immediately after the video/clips is approved by the Advertiser in writing, which approval shall not be unreasonably withheld.
- 6.5. The Media Charge rates for Specific Advertisement Packages for Ambient Advertisements, taxis, buses, trains and at train stations or bus interchanges or Digital Platforms are inclusive of installation, production costs, loading fee and other like costs and expenses. The Advertiser will be invoiced in equal instalments, on a four-weekly basis.
- 6.6. Should the Advertiser agree to place Advertisements on auxiliary positions, not included as part of the Advertisements or Advertisement packages referred to in Clauses 6.2., 6.3. 6.4 and 6.5. respectively, such as but not limited to taxi interiors (including the head rest, back seat and other interior surfaces), taxi exteriors (including the windows and bumper), buses (including placing back seat posters, window stickers, interior panels, and on the bus captain's cabin door), billboards, Digital Platforms filler advertisement, such charges will be billed separately to

Advertiser upon completion of production of the Advertisements or loading of the Advertisement file to the Digital Platforms.

7. PAYMENT TERMS

- 7.1. The Advertiser acknowledges and agrees to the prevailing credit policy of the Company, as stated in this Agreement and agrees that such credit policy or requirements may be changed, revised or modified from time to time at the discretion of the Company without reference to the Advertiser.
- 7.2. If the Advertiser fails to make payment on the due date specified in the Company's invoice, the Advertiser shall pay to the Company interest on the outstanding balance at a rate of two percent (2%) per month from the due date until date of payment (before and after judgement). Additionally, the Company has the right to take down or remove the Advertisement at its sole discretion.
- 7.3. If any other obligation of the Advertiser for monetary obligation (other than arising under this Agreement) is not paid when due and after giving effect to any applicable grace period and, in general, any default in the performance or observance of any instrument, contract or agreement, such default shall result in this Agreement being terminated or suspended by the Company immediately at its sole discretion, without incurring any liability whatsoever and/ or the acceleration or declaration of the whole obligation hereunder to be due and payable prior to the stated normal date of payment.
- 7.4. In the event that an Agreement is entered between the Company and an Advertising Agency and if any monetary obligation of the Advertising Agency arising under that Agreement is not paid when due and after giving effect to any applicable grace period, then without prejudice to the rights that it has against the Advertising Agency, the Company reserves the right to notify the Advertiser of and present the claim directly against the Advertiser. Notwithstanding any term to the contrary in this Agreement, the Advertising Agency shall procure the Advertiser to pay the Company directly should the Advertising Agency default in any of its payment obligations to the Company hereunder. The Advertising Agency shall assign any rights it has to collect payment of such outstanding sums from the Advertiser, to the Company and procure the Advertiser to consent to such assignment.
- 7.5. Without prejudice to any other rights herein, the Company shall be entitled to be indemnified against any costs, expenses, fees, losses, claims, liabilities or damage it suffers or incurs, arising out of or connected with the termination or suspension of this Agreement for failure to make payments due and owing hereunder within the agreed period of time.

8. SECURITY DEPOSIT AND BANKER'S GUARANTEE

- 8.1. The Company may in its sole discretion request for a deposit by way of either a banker's guarantee or cash deposit and for an amount to be determined at the sole discretion of the Company. The Company shall prior to the commencement of the Agreement notify the Advertiser in writing of the quantum of such cash deposit or banker's guarantee to be deposited. No interest shall accrue on the cash deposit provided hereunder.
- 8.2. The Company may at any time during the term of this Agreement increase, alter, modify or vary the sums deposited hereunder by way of a cash deposit or banker's guarantee, without assigning any reasons whatsoever or for any breach of this Agreement as described in Clause 8.4. or Clause 8.5. The Advertiser shall within seven (7) days from the date on which the

Company provides such notice in writing, increase, alter, modify or vary the sums held as a cash deposit or banker's guarantee.

- 8.3. In the case of a banker's guarantee, the guarantee must be issued by a bank with full banking licence in Singapore and acceptable to the Company, which said guarantee is to be in the form provided by the Company and maintained for the duration of the term of this Agreement, as security for the due observance and performance by the Advertiser of all terms, conditions, stipulations, obligations and agreements on the part of the Advertiser contained in this Agreement.
- 8.4. In addition to and without prejudice to the rights of the Company at law, in equity and herein, the Company shall in its absolute discretion set off all and any outstanding sums due and owing under this Agreement against the cash deposit or banker's guarantee.
- 8.5. If the Advertiser shall at any time fail to observe or perform any of the terms, conditions, stipulations, obligations and agreements other than as provided in Clause 8.4, the Company may, at its option, appropriate and apply all or any part of the banker's guarantee or cash deposit to compensate the Company for its loss or damage or provide for any contingent liabilities incurred by the Company due to the breach of any of the terms, conditions, stipulations, obligations and agreements on the part of the Advertiser to be performed and/or observed. Any appropriation by the Company of the banker's guarantee or cash deposit in terms of this Clause shall not be deemed a waiver by the Company of any non-payment or non-performance on the part of the Advertiser and shall not preclude the Company from exercising any of its other rights and obligations hereunder.
- 8.6. In the event the Company shall exercise its right of set off in Clause 8.4 or 8.5 against the banker's guarantee or cash deposit, the Advertiser shall within seven (7) days after the date of the Company's written demand pay a sufficient amount (inclusive of GST) to restore the banker's guarantee or cash deposit to its original amount.
- 8.7. So long as the Advertiser shall duly observe and perform the Advertiser's terms, conditions, stipulations, obligations and agreements herein contained the Company shall at the expiry or sooner determination of the term of this Agreement, but not earlier than one (1) month from the expiry or sooner determination of the term of the Agreement, return to the Advertiser the banker's guarantee or cash deposit, less all costs and expenses properly payable by the Advertiser under or pursuant to this Agreement and all deductions which the Company shall be entitled to make under or pursuant to this Agreement. Provided that the Company shall not be required to return to the Advertiser the banker's guarantee or cash deposit prior to the expiry of the claims period mentioned in the banker's guarantee or as agreed under the terms of this Agreement (as the case may be).

9. UPFRONT PAYMENT

- 9.1. The Company may in its sole discretion, request for upfront payment of the Contract Sum or any part thereof as may be informed in writing to the Advertiser, prior to the Commencement Date and the Advertiser shall be responsible for ensuring that the Company receives the same at least fourteen (14) days prior to the Commencement Date failing which the Company shall not be obliged to put up the Advertisement on the commencement date and/ or to remove any existing Advertisement it has with the Advertiser at the Company's sole discretion. In cases where the Contract Sum consists of production cost for stickers/posters and/or remastering / reformatting video to high definition the Company may request for full payment of the cost of the production in addition to the upfront payment.

9.2. The Advertiser agrees that the Company shall have the right to, at the Company's sole discretion, use any monies paid by the Advertiser under Clause 9.1 to set off against any amounts due and owing to the Company from the Advertiser (whether as a result of the Advertiser's breach of the terms herein or otherwise), without further reference to the Advertiser.

9.3. In the event that the Company exercises its right to make any deductions or set-off from or against any upfront payment of the Contract Sum pursuant to the terms herein, the Advertiser shall, forthwith on demand by the Company, pay the Company the full amount so deducted or offset by the Company in cash or by such other method as may be instructed by the Company in writing.

10. ADVERTISER'S WARRANTIES

10.1. The Advertiser warrants that the display of the Advertisement upon the Advertising Medium:

- a) will not constitute a breach of or infringement of any statute, regulation, order, rule or requirement of any government or statutory authority, or public or private right, including, without limitation, any Intellectual Property right; and
- b) will comply with the requirements of any relevant code of conduct, including, without limitation, the Singapore Code of Advertising Practice and Code of Practice for Advertisements issued by the Land Transport Authority. The Advertiser must on request by the Company provide written evidence of compliance and approval under a relevant code.

10.2. Without limitation to Clause 10.1 (b) the Advertiser further warrants that prior to the Commencement Date, it has or will have obtained all necessary permits, licenses and approvals required for the display of the Advertisement and that the Advertisement will not be offensive, defamatory or inappropriate for public display.

11. RIGHT OF THE COMPANY TO REFUSE OR RELOCATE ADVERTISEMENT

11.1. The Company may, in its absolute discretion, whether due to a breach of Clause 10 by the Advertiser or otherwise, refuse to accept any Advertisement or, if installed, may remove such Advertisement or relocate such Advertisement to an alternative location.

11.2. Should any Advertisement be refused, removed or relocated pursuant to this Clause 11.1, the Advertiser will not be entitled to any refund and releases and discharges the Company from and against all liability, now or in the future, arising from or in connection with the refusal, removal or relocation of the Advertisement.

11.3. Nothing in this Clause 11 or in this Agreement will affect the obligation of the Advertiser to pay the Media Charges for the full Advertisement Period.

12. THE COMPANY NOT LIABLE FOR ANY DELAY

12.1. The Company shall not be liable or responsible for any loss suffered by the Advertiser caused by any delay or interruption in the production or approval of the FA or the installation of the Advertisement which arises out of or in connection with any cause beyond the reasonable control of the Company, including without limitation, the Advertiser's delay in supplying the FA or replacement FA, inclement weather, safety issues, industrial or other dispute, restricted access to the Advertising Medium or any act or omission by a third party owner of the Advertising Medium.

12.2. If any such delay referred to in Clause 12.1 arises:

- a) the Advertiser shall remain liable to pay the Media Charge and other charges for the Advertisement Period; and
- b) if the delay is in connection with the installation or replacement of the FA or the Advertisement, the Company will use reasonable endeavours to ensure that the Advertisement is installed as close as possible to the Commencement Date.

13. LIMITATION OF LIABILITY AND INDEMNITY

13.1. The liability of the Company for any breach by it of any one or more of the provisions of this Agreement shall not exceed the costs of replacing advertisement materials lost or damaged, up to a maximum aggregate of SGD500.00 per Insertion Order.

13.2. If at any time during the Advertisement Period, any authority shall lawfully withdraw, or refuse to renew any necessary approval, permission or consent previously given, or shall require the Company to remove any Advertisement(s), then this Agreement shall be terminated forthwith. Neither party shall thereafter have any claims against the other, without prejudice to any claims of the Company in respect of outstanding Media Charges and other amounts payable to the Company pursuant to this Agreement.

13.3. The Company shall not be liable for, and the Advertiser shall indemnify the Company against all actions, costs (including legal costs on a full indemnity basis), claims, demands, and any other proceedings whatsoever in respect of or in connection with the display by the Company of the Advertisement pursuant to this Agreement, including, without limitation, any infringement of copyright, trademarks, patent or other intellectual property rights in connection with the production of the FA and/ or the display of the Advertisement.

13.4. The Advertiser shall indemnify the Company against all claims, proceedings, summonses, actions, liabilities, costs (including legal costs on a full indemnity basis) and expenses in respect of any breach or non-compliance of statutory requirements, rules, regulations and by-laws relating to the subject matter or content of the FA or Video or the Advertisement.

13.5. The Company shall not be liable or in any way responsible to the Advertiser nor shall the Advertiser have any claim against the Company in respect of any damage or loss including but not limited to disruption or loss of business, or access, inconvenience, costs and expenses arising out of any works carried out to, on or in the vicinity of the bus depots or interchanges or train stations, including works carried out by any third party, which impacts (including but not limited to the obstruction or destruction of) the Advertisements or the display of Advertisements.

13.6. Under no circumstances shall the Company be liable for consequential, incidental, indirect or special damages, which shall mean any economic or pecuniary loss whether direct, indirect or consequential and whether or not foreseeable and shall include but not be limited to, loss of profits, loss of revenue and loss of business opportunity arising out of or resulting from the contractual, tortious (including without limitation negligence) and/or other causes of action or obligations of the parties to this Agreement.

14. VALIDITY OF AGREEMENT AND RENEWAL

14.1. This Agreement shall terminate on the expiry or earlier determination of the Advertisement Period. There shall be no automatic extension or renewal of this Agreement. The Advertiser must confirm in writing any renewal of an Insertion Order at least four (4) weeks before the expiry of the Advertisement Period, upon receipt of which the Company shall accord due

priority to such confirmed Insertion Order. The agreement for the renewed term shall be based on the Terms and Conditions for Advertisement and Media Charge rates applicable at the time of renewal.

15. BONUS

- 15.1. The Company may, at its sole discretion, grant a bonus to the Advertiser in the form of additional space or time. The Company has the discretion to alter or remove the bonus at any time without prior notice to the Advertiser. Any bonus granted is limited to the period specified by the Company in writing and shall not apply beyond such period.
- 15.2. The Company shall not be responsible for loss, damage, wear and tear to Advertisements during the bonus period.

16. DISPLAY OF ADVERTISEMENTS

- 16.1. In the event the Advertiser wishes to make any change to the Commencement Date of the Advertisement Period for either buses or taxis, the Advertiser may so request by giving the Company at least four (4) weeks prior notice in writing of such change, subject to a maximum postponement period of twelve (12) weeks from the original Commencement Date.
- 16.2. In the event the Advertiser fails to commence the Advertisement after the twelve (12) weeks' grace period from the date of Commencement Date specified in Clause 16.1. for buses or taxis, the Advertisement Period shall be deemed to have commenced and the Company shall, without prejudice to any other rights and/ or remedies of the Company, be entitled to charge the Advertiser for the Advertisement Period in accordance with the provisions of this Agreement.
- 16.3. In the event the Advertiser wishes to make any change to the Commencement Date of the Advertisement Period of an Advertisement (other than on taxis), the Advertiser may so in writing subject to the application of the following liquidated damages:
- a) Where notice of postponement of the Commencement Date of an Advertisement is given:
 - i. 12 weeks or less before the Commencement Date, the Advertiser shall pay the Company 20% of the Contract Sum;
 - ii. 8 weeks or less before the Commencement Date, the Advertiser shall pay the Company 40% of the Contract Sum;
 - iii. 6 weeks or less before the Commencement Date, the Advertiser shall pay the Company 60% of the Contract Sum;
 - iv. 4 weeks or less before the Commencement Date, the Advertiser shall pay the Company 80% of the Contract Sum;
 - v. 2 weeks or less before the Commencement Date, the Advertiser shall pay the Company 100% of the Contract Sum.

17. GRANT OF LICENCE

- 17.1. By entering into this Agreement, the Advertiser hereby grants to the Company a perpetual, worldwide, irrevocable, royalty-free license, in relation to the Advertisement including the license to use, display, distribute and format images, impressions and models of the Advertisement in any form and for any purpose and which may be made available to the public without prior reference to the Advertiser.

18. TERMINATION, CANCELLATION OR SUSPENSION

- 18.1. Save as provided in Clause 18.4. of the Agreement, the Insertion Order, once signed and submitted to the Company by the Advertiser, is irrevocable.

- 18.2. The due performance of the Insertion Order by the Company is subject to suspension, variation or cancellation by the Company owing to any act of God, strikes, lockouts, terrorist activities, riots, war, government laws, acts of government, epidemic, pandemic, changes in regulations or any other cause beyond the Company's control.
- 18.3. In the event that the train station and/ or bus interchange or parts thereof is redeveloped, renovated, retrofitted and/ or upgraded, the Company, may in its absolute discretion and without giving prior notice to the Advertiser, relocate the Advertisement to another part of the train station/ bus interchange and/ or delay the display of the Advertisement for such a period as the Company deems necessary. There shall be no compensation payable by the Company to the Advertiser or reduction in the Media Charge payable by the Advertiser to the Company on account of any action taken by the Company pursuant to this Clause.
- 18.4. The Company may, by written notice to the Advertiser, terminate this Agreement immediately and/ or discontinue the display of an existing Advertisement if:
- a) in the Company's opinion, the Advertisement is objectionable, inappropriate, likely to cause offence, or unsuitable for any reason; or
 - b) the Advertisement is damaged or defaced through no fault of the Company; or
 - c) the Company is required by any competent authority to discontinue and/ or remove the Advertisement; or
 - d) the inability of an Advertiser to pay its debts in the normal course of business;
 - e) any payment due in accordance with this Agreement has not been made by the Advertiser;
 - f) the Advertiser ceases or threatens to cease to carry on business; or
 - g) an Insolvency Event occurs in respect of the Advertiser.

The Company's right to terminate this Agreement is without prejudice to the Company's right to recover all outstanding amounts due to the Company by the Advertiser.

- 18.5. In the event of a termination of this Agreement pursuant to this Clause 18, the Company will be entitled to payment of a fee, not exceeding the Media Charge, determined by the Company to be a reasonable amount to compensate the Company for the loss of the Insertion Order and other losses, damages, costs and expenses incurred by the Company arising out of or in connection with the early termination.

19. CONFIDENTIAL INFORMATION

- 19.1. Each party undertakes that it shall use all reasonable endeavours to ensure that any information of a secret or confidential nature received by it relating to the other party or its related corporations (including all know-how, process invention (whether patentable or not), computer programs, plans or records or any other information or materials including the details of any price arrangements concluded) shall be treated as confidential and shall not be disclosed to any third party except as required by law or any competent regulatory body or stock exchange or to the extent that such information is in the public domain other than through a breach of this Clause.

20. PERSONAL DATA PROTECTION ACT (PDPA) AND CUSTOMERS' DATA

- 20.1. The Advertiser agrees that the Company may collect, use, and/or disclose for the purposes of this Insertion Order and in accordance with Personal Data provided by the Advertiser in accordance with our Personal Data Protection Policy, available at <https://www.comfortdelgro.com/web/guest/personal-data-protection>.

20.2. If the Advertiser provides any third party data or any Personal Data to the Company, the Advertiser represents and warrants that it has obtained such third party's consent to the collection, use and disclosure of such personal data for the purposes of this Agreement.

20.3. The Advertiser shall unconditionally defend, indemnify and hold harmless the Company, and its employees, directors, agents and representatives, from and against any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defences, judgements, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including third party claims, reasonable attorneys' fees, consultant's fees, experts' fees and other costs associated with litigation) arising out of, or relating to, any actual or alleged breach by the Advertiser of this Clause 20 or the PDPA.

21. SEVERABILITY

21.1. This Agreement is governed by and construed in accordance with the laws of the Republic of Singapore and the Advertiser irrevocably submits to the exclusive jurisdiction of the courts of Singapore.

22. GOVERNING LAW AND JURISDICTION

22.1. This Agreement is governed by and construed in accordance with the laws of the Republic of Singapore and the parties irrevocably submits to the exclusive jurisdiction of the courts of Singapore.

23. GENERAL

23.1. The Advertiser shall not assign, novate or transfer this Agreement in whole or in part without the prior written consent of the Company. The Advertiser agrees and accepts that the Company is entitled to assign its rights and obligations in this Agreement in whole or in part without requiring the Advertiser's consent.

23.2. The Advertiser shall indemnify and keep the Company indemnified against all claims, liabilities, expenses, costs, loss or damage of whatever nature, and all legal and other professional fees, costs and expenses (on a full indemnity basis) incurred or suffered by the Company in connection with this Agreement.

23.3. The Company reserves the right to amend Media Charges at any time during the Advertisement Period without prior notice.

23.4. This Agreement embodies the entire Agreement and understanding of the parties, as of its effective date, terminates, and supersedes all prior or independent agreements and understandings between the parties covering the same subject matter. The clause and paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Agreement.

24. INTERPRETATION

24.1. "The 4As" means The Association of Accredited Advertising Agents Singapore.

24.2. "Advertisement" means the advertisement requested by the Advertiser to be displayed on the agreed Advertising Medium.

24.3. "Advertising Medium" means any media, space or object on which the Advertisement is displayed, played, or affixed to, including but not limited to Media Panels, Digital Platforms,

non-traditional or alternative media, and/or on objects on which Advertisements are not usually expected to be present.

- 24.4. "Advertisement Period" means the period from the Commencement Date to the Expiry Date and includes the period of installation and removal of the Advertisement on the Media Panel.
- 24.5. "Advertiser" means the person, firm, entity or company requesting the order for insertion of the Advertisement and for advertising services and shall include, any the Advertising Agency which represents the Advertiser in entering into the Insertion Order and each of their respective successors in title and permitted assigns. References to the Advertiser in this Agreement, where applicable, include the Advertising Agency.
- 24.6. "Advertising Agency" means any advertising agency, whether specified in any Insertion Order or otherwise, appointed by the Advertiser from time to time to act as its advertising agent.
- 24.7. "Agreement" means the Insertion Order, which are subject to these Terms and Conditions for Advertisement, and the terms of any master agreement in respect of the subject matter of the Insertion Order.
- 24.8. "Ambient Advertisement" means Advertisements, which utilise non-traditional or alternative media, and/or Advertisements present on objects that are not usually expected to have advertising.
- 24.9. "Commencement Date" means the start date of the display of the Advertisement on the Advertising Medium as specified in the Insertion Order.
- 24.10. "Contract Sum" means the total aggregate value of the contract (exclusive of all applicable taxes). For the avoidance of doubt, any deductions made by the Company pursuant to this Agreement or otherwise and/ or additional payments made by the Advertiser pursuant to Clause 5.3 of the Agreement shall not go towards computing or otherwise affect the total aggregate value of the contract unless otherwise agreed in writing by the parties.
- 24.11. "Coloured Proof" means the FA produced in a finalised format and medium ready to be immediately printed.
- 24.12. "Company" shall means the entity issuing the Insertion Order, including all its assigns and successor in title.
- 24.13. "Digital Platforms" means Advertising Mediums such as LED video walls, digital screens, laser-focused projection system and the like.
- 24.14. "Expiry Date" means the final day for the display of the Advertisement on the Advertising Medium, as specified in the Insertion Order.
- 24.15. "Finished Artwork" or "FA" means the completed advertising material (whether in print, video or any other form) to be installed and/or displayed on the Advertising Medium.
- 24.16. "GST" means Goods and Services Tax as defined under the Goods and Services Tax Act of Singapore (Chapter 117A).

- 24.17. "Insertion Order" means the request for advertising services by the Advertiser made in the form prescribed by the Company from time to time, and subject to these Terms and Conditions for Advertisement.
- 24.18. "Insolvency Event" means any one or more of the following:
- a) where the Advertiser is a sole proprietorship or partnership, a bankruptcy application is filed against the Advertiser, or where the Advertiser is a limited liability partnership or a limited liability corporation or company, a winding-up application or an application for judicial management is filed against the Advertiser;
 - b) the Advertiser enters into a composition with its debtors;
 - c) a receiver or receiver and manager is appointed over the assets or undertaking of the Advertiser; or
 - d) the Advertiser is unable to pay its debts as and when they fall due.
- 24.19. "Intellectual Property" means any intellectual or industrial property, including a patent, trade mark or service mark, copyright, registered design, trade secret, confidential information or license or other right to use or to grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing.
- 24.20. "Media Panel" means the advertising sign(s) situated at the location described in the Insertion Order or at such other location as notified by the Company.
- 24.21. "Media Charge" means the charges as described in the Insertion Order.
- 24.22. "PDPA" means the Singapore Personal Data Protection Act 2012 as from time to time modified, re-enacted or consolidated, whether before or after the date of this Agreement.
- 24.23. "Personal Data" has the meaning given to it in the PDPA.
- 24.24. "Special Conditions" means the Special Conditions (if any) described in the Insertion Order under the heading 'Special Conditions' or 'Remarks'.
- 24.25. "Working Day" means Monday to Friday from 0800 to 1730 hours and excluding gazetted public holidays.