

GUIDELINES FOR ADVERTISING

Approval of Artwork

- 1) One coloured copy of Finished Artwork (F.A.) must be submitted to SMRT Media for approval at least 3 weeks before the commencement date of the Display. SMRT Media reserves the right to reject a F.A. which, in its opinion is objectionable, controversial or likely to elicit negative feedback from the public, or for any other reasons.

Advertising Material

- 1) All advertising materials shall meet our requirements. SMRT Media reserves the right to reject any advertising materials that do not adhere to the requirements. All CD must be submitted to SMRT Media at least 2 weeks before commencement date of the Display.
- 2) All artwork (including associated files and fonts used in the artwork) for posters shall be saved and delivered to SMRT Media in the following format:
 - a) Output: CD-ROM or DVD-ROM
 - b) Software used: Freehand MX, Illustrator CS, Photoshop CS, Indesign CS.
 - c) Scanned image should be CMYK and saved as TIF (not compressed) or EPS format or PSD format.
 - d) Minimum image requirement:
For bus, taxi, and train exterior
– min. 300 dpi on actual size
For posters, other sticker scheme
– min. 300 dpi on actual size
 - e) All files must be in layers format.
 - f) Text and layout: preferably to be done in Freehand software, converted to path.
 - g) A copy of the visual in PDF low resolution should be submitted in the CD.

- 3) For window sticker, the flip of the visual for the other side of the stickers facing the platform should be submitted.
- 4) SMRT Media shall not be liable for any late-posting of the advertisement materials due to late delivery of FA. The charge for displaying them shall be calculated from the commencement of the Display period.

Collection of Advertisement Materials

Advertiser shall collect all advertising materials within 14 days from the expiry of the Display Period or date of termination of the Agreement, whichever is earlier. Posters that are not collected will be disposed accordingly.

TERMS & CONDITIONS

1. INTERPRETATION

(a) In this Agreement, the following expressions shall have the following meanings:
“**Advertiser/Company**” means the person (including a body corporate or incorporate) who has entered into this Agreement with SMRTI and shall include his successors in title and assigns.
“**Advertising Rates**” means such rates quoted by SMRTI herein or otherwise for advertisement space.
“**SMRTI**” means SMRT Investments Pte Ltd and shall include its successors in title and assigns.
“**Contract Sum**” means the total aggregate value of the contract (exclusive of all applicable taxes). For the avoidance of doubt, any deductions made by SMRTI pursuant to this Agreement or otherwise and/or additional payments made by the Advertiser/Company pursuant to Clause 16 of this Agreement shall not go towards or in any way affect the computation of the total aggregate value unless the parties so consent in writing.
“**Display Period**” means the period during which the advertisement is displayed.
“**Display Timing**” means the daily timing during which the advertisement is displayed.
“**Display Commencement Date**” refers to the date from which the display of the advertisements shall commence as specified in the Order.
“**Order**” means an order for the display of advertisement space placed with SMRTI and or order for production of stickers or posters.
“**Production Costs**” means all costs, charges, fees and expenses incurred for the content creation of advertisement(s) arising out of or in connection with an Order.

2. TERMS AND CONDITIONS FOR ANY ORDER

- (a) These terms and conditions shall
- be deemed to have been accepted and agreed to by the Advertiser/Company when he places an Order; and
 - not be varied or amended without the prior written consent of SMRTI.
- (b) SMRTI shall not be bound by any terms or rates stated on or that accompany (for eg are annexed or attached to) any Order.

3. ADVERTISING AGENCIES/ MEDIA SPECIALIST

An Advertiser/Company who is an advertising agency or media specialist shall be deemed to contract as principal with such rights and liabilities including (without limitation) full responsibility to make punctual and complete payments as required under this Agreement and full authority to approve and/or amend the advertising panels or advertising materials.

4. ADVERTISING COMMISSION

All accredited advertising agencies will be entitled to an agency commission of 15% of the Contract Sum less any such discount given by SMRTI to the Advertiser/Company.

5. ADVERTISING RATES

Save for advertisements on taxis, all Advertising Rates are exclusive of the Production Costs and the cost of the advertising materials, both of which shall be borne fully by the Advertiser/Company.

6. CHANGE OF ADVERTISING RATES AND CONDITIONS

- (a) SMRTI shall be entitled at any time to vary or adjust the (i) Advertising Rates and/or (ii) these terms and conditions. If SMRTI exercises such right, it will give written notice of such change to the Advertiser/Company and, any such changes by SMRTI shall, unless the Advertiser/ Company exercises its right under Clause 6(b) below, take effect on the date specified by SMRTI in such written notice or four (4) weeks after service of such written notice on the Advertiser/ Company, whichever date is the later.
- (b) In the event that SMRTI exercises its right under Clause 6(a) to vary or adjust the (i) Advertising Rates and/ or (ii) these terms and conditions, the Advertiser/Company shall be entitled to cancel any Order it had placed with SMRTI prior to such changes without incurring any liability by giving SMRTI two (2) weeks written notice within two (2) weeks from

the date of it being so informed by SMRTI. If SMRTI does not receive any such written notice from the Advertiser/Company within the aforementioned period, the cancellation fees under Clause 10 shall be payable by the Advertiser/Company if the Advertiser/ Company decides to make any cancellations after the aforementioned two (2) weeks period.

7. PAYMENTS

- (a) Subject always to Clause 9 below, all other payments by the Advertiser/Company shall be made:
- thirty (30) days after the date of the relevant invoice or by the due date specified in SMRTI's invoices; and
 - unless otherwise instructed in writing by SMRTI, by crossed cheques drawn in favour of SMRTI, and with the invoice number written behind such cheques if they are not accompanied by a covering letter or copy of the relevant SMRTI's invoice.
- (b) Interest at the rate of 1% per month shall be charged by SMRTI for and on any and all late payments.
- (c) The Advertiser/Company agrees to reimburse SMRTI for any legal fees and charges incurred by SMRTI as a result of the Advertiser/ Company not fulfilling its obligations to make payments according to Clause 7(a)(i).

8. GENERAL LIEN

SMRTI shall be entitled to a general lien, where appropriate, on any advertising materials in SMRTI's possession for all sums, whether liquidated or not, due from the Advertiser/ Company to SMRTI.

9. UPFRONT PAYMENT

- (a) In the event that the Advertiser/Company's registered office is not located within Singapore or SMRTI in its sole discretion deems necessary, SMRTI may request for full payment of the Contract Sum prior to the Display Commencement Date and the Advertiser/ Company shall be responsible for ensuring that SMRTI receives the same at least fourteen (14) days prior to the Display Commencement Date. However, in the event that the Advertiser/ Company's registered office is within Singapore, SMRTI may in its sole discretion, request for payment of fifty percent (50%) of the Contract Sum prior to the Display Commencement Date and the Advertiser/Company shall be responsible for ensuring that SMRTI receives the same at least fourteen (14) days prior to the Display Commencement Date. In cases where the Contract Sum consists of production cost for stickers or posters SMRTI may request for full payment of the Contract Sum prior to the commencement of the production.
- (b) The Advertiser/Company agrees that SMRTI shall have the right to, at SMRTI's sole discretion, use any monies paid by the Advertiser/Company under Clause 9(a) to setoff against any amounts due and owing to SMRTI from the Advertiser/Company (whether as a result of the Advertiser/Company's breach of the terms herein or otherwise), without further reference to the Advertiser/Company.
- (c) In the event that SMRTI 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/ Company shall, forthwith on demand by SMRTI, pay SMRTI the full amount so deducted or offset by SMRTI in cash or by such other method as may be instructed by SMRTI in writing.

10. CANCELLATION OF ANY ORDER

- (a) Subject always to the right of SMRTI to allow the same at its sole discretion and without prejudice to any of the other rights and/or remedies of SMRTI, the Advertiser/Company may, without prejudice to Clauses 7, 8 and 9, be entitled, to cancel any Order for advertisement space by way of written notice to SMRTI provided always that the Advertiser/Company pays to SMRTI the following amounts for

such cancellation:

- If before the Display Commencement Date, 50% of the Contract Sum should such written notice be received by SMRTI less than eight (8) weeks (but more than four (4) weeks) before the Display Commencement Date OR 80% of the Contract Sum should such written notice be received by SMRTI less than four (4) weeks before the Display Commencement Date ;
 - If after the Display Commencement date, 50% of the Advertising Rates of the remaining Display Period should such written notice be received by SMRTI less than eight (8) weeks (but more than four (4) weeks) before the expiry of the Display Period OR 80% of the Advertising Rates of the remaining Display Period should such written notice be received by SMRTI less than four (4) weeks before the expiry of the Display Period.
 - all of the Production Costs incurred up to the date of cancellation; and
 - the cost of all commitments to third parties and works in progress.
- (b) Notwithstanding the aforementioned, in the event SMRTI exercises its right to refuse to allow the Advertiser/Company's proposed cancellation (whether or not the Advertiser/ Company is willing to pay or has paid the abovementioned amounts), SMRTI shall have the right to proceed with the Order and the Advertiser/Company shall be liable to pay the entire Contract Sum.

11. PRODUCTION OF STICKERS AND POSTERS

- (a) The Advertiser/Company shall provide SMRTI with high resolution images suitable for the production of stickers and/or posters. SMRTI shall not be liable for any poorly produced images on the stickers and/or posters due to inappropriate resolution images provided.
- (b) SMRTI may submit proofs for the Advertiser/ Company's approval, should there be any alterations or changes, SMRTI may charge the Advertiser/Company an additional charge.
- (c) Once the proofs are approved by the Advertiser/ Company SMRTI shall not bear any liability as long as the final product is produced in accordance to the approved proofs. The Advertiser/Company acknowledges and agrees that they bear the responsibility to check on the accuracy of the artwork, images, logos or wording in the proofs.
- (d) If the Advertiser/Company has given prior instructions to proceed without the need for their approval of the proofs, SMRTI shall not bear any liability for the printing outcome of the end product.
- (e) SMRTI shall not be responsible for any delay in the production of the Order if the delay is caused by the Advertiser/Company or if there is any request for suspension by the Advertiser/Company.
- (f) Notwithstanding clause 10, if the Advertiser/ Company cancels the order for production of stickers and posters before approving the proofs or before production has started, there will be no charges payable by the Advertiser/Company except for the cost of materials which were specially purchased or ordered for this Order.
- (g) The Advertiser/Company shall ensure that the all artwork, images, logos or wording provided by them shall not infringe any intellectual property rights of any third parties and shall indemnify SMRTI for any loss or damage arising out of or in relation to such infringement.

12. DISPLAY OF ADVERTISEMENTS

- (a) In the event that the Advertiser/Company wishes to make any changes to the Display Commencement Period stated in the Order, the Advertiser/Company may so request in writing at least four (4) weeks in advance and all such requests shall be subject to
- SMRTI's right to agree to such request(s) at its sole and undisputed discretion; and
 - the deduction of 20% of the Contract Sum by SMRTI in respect of the third and

- each subsequent request thereafter made by the Advertiser/Company from any monies paid to SMRTI pursuant to Clause 9.
- (b) In relation to advertisements on trains and MRT/LRT stations only.
- (i) SMRTI shall use its reasonable endeavours to display the advertising materials on the Display Commencement Date but shall not be obliged to do the same.
- (ii) SMRTI may start posting the advertising materials on the night prior to the Display Commencement Date and will complete the posting within 5 working days after the Display Commencement Date. Removal of posters will take place similarly during the allotted times prior to and after the dated fixed for the completion of any Order.
- (iii) SMRTI reserves the right to unilaterally change the Display Commencement Date by giving four (4) weeks prior written notice to the Advertiser/Company.
- (c) In relation to buses only.
- (i) SMRTI shall be entitled to change the routes of any of the buses, the areas or positions for the display of the advertising panels on the buses and/ or the advertising materials without prior reference or notice to the Advertiser/Company and at SMRTI's sole and absolute discretion.
- (ii) SMRTI shall be entitled to change the Display Period without prior reference or notice to the Advertiser/Company. While SMRTI shall use reasonable endeavours to display the advertisement panels or materials supplied by the Advertiser/Company during the Display Period, the Advertiser/Company agrees and accepts that SMRTI shall not be obliged to do the same.
- (iii) On the Display Commencement Date, only 50% of the agreed number buses in the Order will have the advertising material displayed on them. The remaining buses will have the advertising material displayed on them after the Display Commencement Date.
- (d) In relation to taxis only.
- (i) SMRTI shall be entitled to change the dates of the Display Period, the positions for the display of advertising panels and/or the advertising materials without prior reference or notice to the Advertiser/Company and at SMRTI's sole and absolute discretion.
- (ii) On the Display Commencement Date, only 50% of the agreed number taxis in the Order will have the advertising material displayed on them. The remaining taxis will have the advertising material displayed on them after the Display Commencement Date.
- (e) In relation to mobile platforms and the iViewSMRT only.
- (i) SMRTI shall be entitled to change the location of any of the iViewSMRT, the dates of the Display Period, the Display Timing, the position of the display of any of the advertisements and/or the advertising materials without prior reference or notice to the Advertiser/Company and at SMRTI's sole and absolute discretion.
- (ii) The Advertiser/Company acknowledges that SMRTI shall have the right at all times to, without prior notice or reference to the Advertiser/Company, stop, suspend or disrupt any of the advertisements displayed on the iViewSMRT (whether the advertisement is playing midway or otherwise).
- (iii) The Advertiser/Company acknowledges that SMRTI does not guarantee the smooth running or the quality of the display of any advertisements on the iViewSMRT, and that such display may be affected (negatively) or marred (completely) by various disruptions (audio or visual) such as station announcements or emergency/safety messages.
- (iv) In the event that the Advertiser/Company decides to purchase the services of any third party in relation to advertising on mobile platforms and as promoted, operated, offered or marketed by SMRTI to the Advertiser/Company, the Advertiser/Company agrees that it shall abide by the terms and conditions dictated by such third party for such services and that SMRTI shall not be liable or accountable in any way for the performance, non-performance or standard of performance of such services.

13. APPROVAL OF ADVERTISING MATERIALS & COMMENCEMENT OF DISPLAY CHARGE

The Advertiser/Company must obtain SMRTI's written approval of the advertising materials (including but not limited to video clips, television commercial clips and static posters) at least four (4) weeks before the Display Commencement Date. Notwithstanding any delay or withholding of such written approval by SMRTI, the Advertiser/Company shall be liable to pay for the display of advertising materials from the commencement date of this Agreement.

14. SUPPLY OF ADVERTISING MATERIALS

Once SMRTI has given its written approval of the advertising materials, the Advertiser/Company shall supply and deliver all advertising materials at its own expense to SMRTI at least fourteen (14) days before the Display Commencement Date. Such delivery shall be addressed and delivered to SMRTI at its current address or to such other address or addresses as SMRTI shall specify.

15. COMPLIANCE WITH SPECIFICATIONS

All advertising materials supplied to SMRTI by the Advertiser/Company shall comply with such specification and requirements of SMRTI as may be varied by it without prior written notice or reference to the Advertiser/Company from time to time.

16. LATE OR NON-DELIVERY

Notwithstanding any late delivery or non-delivery of such advertising materials, the charge for displaying them shall be calculated from the commencement of the Display Period without SMRTI being liable for any delays arising from such late delivery or non-delivery. During any period of non-display of advertising materials, SMRTI shall have the absolute right to display any other advertising materials as it deems fit.

17. CHANGE OF ADVERTISING MATERIALS

(a) No additional charges will be imposed if the Advertiser/Company requests for a change of advertising materials after the current advertisement has met the relevant minimum display duration as stipulated in sub-clause (b) below. In the event that the Advertiser/Company requires a change of advertising materials before the minimum display duration is met, the Advertiser/Company shall pay SMRTI the relevant additional nominal charges as stipulated in sub-clause (b) below.

(b)

Media Type	Minimum display duration for current advertisement	Charge per change
Train Panel	4 weeks	\$5 per panel
4 Sheet Poster	13 weeks	\$20 per poster
12 Sheet Poster	13 weeks	\$50 per poster
Bulkhead	13 weeks	\$100 per poster
Showcase	4 weeks	\$50 per poster
Concourse Lightbox	13 weeks	\$50 per poster
Escalator Crowns	13 weeks	\$15 per poster
Bus Rear/ Interior Panel	3 months	\$30 per panel
Mobile Platforms	2 weeks	Subject to changes requirement
Digital Multimedia (eg iViewSMRT, iPlasma)	2 weeks	\$50 per TVC clip

(c) The Advertiser/Company shall give SMRTI at least four (4) weeks' prior written notice for a change of advertising materials.

- (d) SMRTI will use reasonable efforts to complete the change of advertising materials within 10 days where no additional charge is imposed and within 5 days where additional charge is imposed.
- (e) Notwithstanding Clause 16(a) and Clause 16(d) above, in the event that the Advertiser/Company requests for a change or touch-up or repair of the advertising materials and during the period of such change, touch-up or repair the relevant bus(es), train(s) and/or taxi(s) are not in operation ("Downtime"), the Advertiser/Company shall pay to SMRTI the following additional charges within 30 days of the Advertiser/Company's request:

	Down Time
Wholly Painted Bus	\$600 per bus per day
Full Rear/Side advertisement	\$300 per bus per 4 hours
Wholly Painted Taxi	\$200 per day per taxi
Taxi Door	\$200 per day per taxi
Taxi Top	\$200 per day per taxi
Concept Trains	\$1,000 per day per train
Train Window Stickers	\$500 per half day per train

18. LIABILITY

- (a) SMRTI shall not be liable for (i) any loss of or damage to advertising materials supplied to SMRTI; (ii) any non-display, late display or incorrect display of advertisements for whatsoever reason, and/ or (iii) the display of any damaged advertising materials, whether or not SMRTI was negligent.
- (b) SMRTI shall have the right, after giving the Advertiser/Company reasonable notice, (i) to cancel any Order or (ii) to alter the position of or withdraw temporarily or permanently any item of advertising media for operational, aesthetic or other reasons and no claims of any nature shall be made against SMRTI in respect thereof.
- (c) SMRTI shall not be liable or in any way responsible to the Advertiser/Company nor shall the Advertiser/Company have any claim against SMRTI in respect of any damage or loss howsoever caused, and 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 Station, 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.
- (d) SMRTI shall also not be liable or in any way responsible to the Advertiser/Company nor shall the Advertiser/Company have any claim against SMRTI in respect of any cost, expense, damage or loss arising out of or related to or in connection with (i) the removal or discontinuance (by SMRTI or its authorized representative) of any display of any advertising materials or (ii) the cancellation of any Order at the request, directions, instructions or order of any statutory body or relevant authority, such as but not limited to the Land Transport Authority of Singapore. For the avoidance of doubt, SMRTI shall not be obliged to give any prior notice to the Advertiser/Company of SMRTI's intention to remove or discontinue the display of any such advertising materials or its intention to cancel any Order under this Clause.
- (e) Notwithstanding any other provision contained herein,
- (i) In no event will SMRTI be liable for any special, indirect, incidental or consequential damages (including without limitation any losses or damages resulting from loss of use or profits and/or loss of revenue arising out of or connected with this Agreement) even if SMRTI has been advised of the possibility of such losses or damages. This limitation

will apply regardless of the form of action brought against SMRTI;

- (ii) Under no circumstances whatsoever shall SMRTI's total and cumulative liability for all losses or damages arising out of or in connection with this Agreement or the termination of this Agreement exceed the maximum aggregate amount of 20% of the Contract Sum.

19. SMRTI'S RIGHT TO REFUSE OR DISCONTINUE DISPLAY OF ADVERTISING MATERIALS

- (a) SMRTI shall be entitled to, without prior notice or reference to the Advertiser/Company and without incurring any responsibility or liability on the part of SMRTI, refuse to accept or discontinue or remove the display of any advertisement panels or advertising materials supplied to it by the Advertiser/Company if :-
 - (i) in SMRTI's opinion, they are objectionable, inappropriate, likely to cause offence, damaged, defaced, or unsuitable for any reason;
 - (ii) the Advertiser/Company is in breach of Clauses 7 and/or 9;
 - (iii) the advertisements do not comply with the specifications stipulated by SMRTI pursuant to Clause 14;
 - (iv) the advertisements or the Advertiser/Company do/does not comply with the relevant provisions of Clause 20; or
 - (v) any statutory body or relevant authority so requests, directs, instructs or orders (and the Advertiser/Company acknowledges that in such case, it shall not make any claims against such statutory body or relevant authority and SMRTI shall not be liable or in any way responsible to the Advertiser/Company).
- (b) The Advertiser/Company acknowledges that the exercise by SMRTI of its right under Clause 18(a) is without prejudice to SMRTI's right to recover any sums of money that are owing by the Advertiser/Company to SMRTI.

20. COLLECTION OF ADVERTISING MATERIALS AFTER THE EXPIRY OR TERMINATION OF THIS AGREEMENT

- (a) The Advertiser/Company shall collect all advertising materials supplied to SMRTI within 14 days from the expiry of the Display Period or date of termination of this Agreement, whichever is earlier. In the event of late collection or non-collection of such advertising materials, SMRTI shall:-
 - (i) not be liable to return them after they have been displayed; and
 - (ii) be entitled to destroy or dispose of them in any manner as it deems fit without any liability whatsoever.

21. STATUTORY REQUIREMENTS

- (a) SMRTI shall comply with all statutory and regulatory requirements, instructions and/or directions concerning the use of any site for the display of advertisements. The Advertiser/Company shall be responsible and shall indemnify SMRTI fully for and against any liability, loss or damage arising out of or in connection with or related to the advertisements (or the subject matter or content thereof).
- (b) The Advertiser/Company warrants and undertakes that:-
 - (i) all advertising materials comply with all statutory, regulatory and other legal requirements and provisions, including but not limited to the Code of Advertising Practice laid down by the Advertising Standards Authority of Singapore;
 - (ii) all necessary consents, licences and payments for use of any intellectual property, material or appearance of any person in the advertising materials have been obtained or made;
 - (iii) it shall comply with its obligations herein; and
 - (iv) the Advertiser/Company shall keep SMRTI fully indemnified against all claims, liabilities, actions, demands, damages, losses, costs and expenses of whatever nature and howsoever caused including (without limitation) claims of defamation, infringement of copyrights, trade marks

or any non-compliance with applicable statutory or other regulatory requirements.

22. FORCE MAJEURE

SMRTI shall not be obliged to perform any of its obligations under this Agreement and/or be deemed to be in breach of this Agreement by reason of its failure to perform its obligations due to any cause or causes beyond its control (an event of "Force Majeure"). Without prejudice to the generality of the foregoing, the following shall be regarded as such causes:

- (i) acts of God, lighting, floods, fire, explosion, tempest or accident;
- (ii) nationalisation, expropriation, acts of war, terrorism, civil interest, riots, strikes or nuclear fission; and;
- (iii) any other circumstances beyond the control of the quality workshop including without limitation, outbreak of epidemics and infectious diseases such as severe acute respiratory syndrome, bird flu, plagues, quarantine restrictions.

23. ASSIGNMENT

The Advertiser/Company shall not assign his rights and obligations in whole or in part under this Agreement without the prior written consent of SMRTI. The Advertiser/Company agrees and accepts that SMRTI shall be entitled to assign its rights and obligations in whole or in part under this Agreement without requiring the Advertiser/Company's consent.

24. RENEWAL

SMRTI may give priority to any Orders which are bookings for renewal of existing advertisements made by the Advertiser/Company in writing received at least four (4) weeks before the expiry of the Display Period. For the avoidance of doubt, the Advertiser/Company accepts and agrees that in any event, such renewals are not guaranteed by SMRTI.

25. SUSPENSION

Without prejudice to SMRTI's rights specified in Clause 18, it shall be entitled to suspend the display of any advertisements under any Order without prior reference or notice to the Advertiser/Company if the Advertiser/Company is in breach of Clauses 7 and/or 9. Remounting of suspended advertising materials will be subject to additional charges as specified in Clause 16 for change of advertising materials.

26. TERMINATION

- (a) If at any time
 - (i) any lawful authority shall lawfully withdraw, or refuse to renew any consent previously given, or shall require SMRTI to remove any advertisements; or
 - (ii) the Advertiser/Company shall become bankrupt or go into liquidation or SMRTI is of the opinion that the Advertiser/Company is or will be in financial difficulties; or
 - (iii) a receiver shall be appointed of the whole or any part of the Advertiser/Company's undertakings; or
 - (iv) the Advertiser/Company breaches its obligation(s) under Clauses 7 and/or Clause 9 of the Agreement (and such breach of Clause 9 shall be deemed as one which is incapable of being remedied); or
 - (v) subject to Clause 26(a)(iv) above, there shall have been a breach by the Advertiser/Company of any of these terms and conditions and in the case of a breach capable of being remedied, where such breach shall not have been remedied within 10 days of a written request to remedy the same, then SMRTI shall be entitled to terminate the Agreement forthwith in whole or in part by notice in writing without incurring any responsibility or liability on the part of SMRTI and without prejudice to its rights to recover whatever sums of money that are owing by the Advertiser/Company or any other rights that it may be entitled to hereunder, at law or in equity. All accrued rights or liabilities of either party and any provision which is expressly or by implication intended to come into or continue in force on or after such termination shall not be affected.

- (b) In the event that the land in the vicinity of the MRT Station and/or the MRT Station or parts thereof is developed, redeveloped, renovated, retrofitted or upgraded, SMRTI shall be entitled to

- (i) relocate the advertising materials to another part of the MRT Station as SMRTI in its sole discretion shall decide; without prior notification to the Advertiser/Company and/or
- (ii) delay the display of the advertising materials for such a period as solely determined by SMRTI, whether or not notice to the Advertiser/Company is given; and/or
- (iii) terminate this Agreement by giving the Advertiser/Company at least 7 days notice in writing to that effect. SMRTI shall not be liable to anyone for any damages, losses, costs and/or expenses or for any compensation or reimbursement or refund of any monies howsoever arising out of or in connection with any of the above-mentioned rights so exercised by SMRTI in its sole and undisputed discretion.

27. NOTICES

Any notice given hereunder may be delivered or sent by hand or by post or by facsimile and shall be deemed to be served if sent by hand at the time of delivery and if sent by post to the address of the party to be served as specified on the Order or such other address as may be notified in writing from time to time 48 hours after posting and if sent by facsimile to the facsimile number of the party to be served as specified on the Order or such other facsimile number as may be notified in writing from time to time at the time of transmission provided the confirmation copy is sent by post.

28. SEVERANCE

The various clauses and sub-clauses of this Agreement are severable and if any provision is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Agreement which shall remain in full force and effect.

29. WAIVER

The failure by SMRTI to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all terms and conditions of this Agreement.

30. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the parties and supercedes all prior written or oral proposals of agreement between the parties pertaining to the subject matter.

31. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the Singapore courts.