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.
1. INTERPRETATION
(a) In this Agreement, the following expressions have the following meanings:

1. INTERPRETATION

incurring any liability by giving SMRTI two (2) dates is the later.

Contract Sum at the aggregate value of the contract (exclusive of all applicable taxes).

For the avoidance of doubt, any deductions made by SMRTI pursuant to the Agreement or otherwise 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 Timing means the daily timing during which the advertisement is displayed.

Date is the date specified in SMRTI’s invoices; and

Payment of the Contract Sum prior to the commencement date 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 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 Display Commencement Date.

Subject always to Clause 9 below, all other payments by the Advertiser/Company shall be made:

Interest at the rate of 1% per month shall be charged by SMRTI for and on any late payment.

The Advertiser/Company agrees to reimburse SMRTI for any legal fees and charges incurred by SMRTI as a result of the Advertiser/Company’s default in fulfilling any obligations to make payments according to Clause 7(a)(ii).

3. ADVERTISING AGENCIES/ MEDIA SPECIALIST

All accredited advertising agencies will be entitled to and shall be paid for ensuring that SMRTI receives the same at its sole discretion; and

4. ADVERTISING COMMISSION

All accredited advertising agencies shall be entitled to and shall be paid for ensuring that SMRTI receives the same at its sole discretion, where applicable, on any advertising materials in SMRTI’s possession for all sums, whether liquidated or not, due from the Advertiser/Company to SMRTI.

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.

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 make any such payment to 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.

The Advertiser/Company shall be responsible for ensuring that SMRTI receives the same at least fourteen (14) days 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 date of the Display Period.

The Advertiser/Company shall be responsible for any liability as long as the final product is produced images on the stickers and/or posters due to inappropriate resolution images provided.

The Advertiser/Company shall be liable for any legal fees and charges incurred by SMRTI for any legal fees and charges incurred by SMRTI.

SMRTI herein or otherwise for advertisement space.

SMRTI shall be entitled at any time to vary or adjudge for this order for stickers or posters.

6. CHANGE OF ADVERTISING RATES AND CONDITIONS

(a) SMRTI shall be entitled at any time to vary or adjudge for this order for production of stickers or posters.

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.

The Advertiser/Company agrees to reimburse SMRTI for any legal fees and charges incurred by SMRTI as a result of the Advertiser/Company’s default in fulfilling any obligations to make payments according to Clause 7(a)(ii).

The Advertiser/Company shall be responsible for ensuring that SMRTI receives the same at least fourteen (14) days 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 date of the Display Period.

The Advertiser/Company shall be responsible for any liability as long as the final product is produced images on the stickers and/or posters due to inappropriate resolution images provided.

The Advertiser/Company shall be liable for any legal fees and charges incurred by SMRTI for any legal fees and charges incurred by SMRTI.

SMRTI shall be entitled at any time to vary or adjudge for this order for production of stickers or posters.

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.

The Advertiser/Company agrees to reimburse SMRTI for any legal fees and charges incurred by SMRTI as a result of the Advertiser/Company’s default in fulfilling any obligations to make payments according to Clause 7(a)(ii).

The Advertiser/Company shall be responsible for any liability as long as the final product is produced images on the stickers and/or posters due to inappropriate resolution images provided.

The Advertiser/Company shall be liable for any legal fees and charges incurred by SMRTI for any legal fees and charges incurred by SMRTI.

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The Advertiser/Company agrees to reimburse SMRTI for any legal fees and charges incurred by SMRTI as a result of the Advertiser/Company’s default in fulfilling any obligations to make payments according to Clause 7(a)(ii).

The Advertiser/Company shall be responsible for any liability as long as the final product is produced images on the stickers and/or posters due to inappropriate resolution images provided.

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The Advertiser/Company shall be responsible for any liability as long as the final product is produced images on the stickers and/or posters due to inappropriate resolution images provided.

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The Advertiser/Company agrees to reimburse SMRTI for any legal fees and charges incurred by SMRTI as a result of the Advertiser/Company’s default in fulfilling any obligations to make payments according to Clause 7(a)(ii).

The Advertiser/Company shall be responsible for any liability as long as the final product is produced images on the stickers and/or posters due to inappropriate resolution images provided.

The Advertiser/Company shall be liable for any legal fees and charges incurred by SMRTI for any legal fees and charges incurred by SMRTI.
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 iViewSMRT, SMRTI shall:
(i) SMRTI shall use its reasonable endeavours to display the advertising materials on the Display Commencement Date but shall not be obliged to do so.
(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 advertisements on mobile platforms and the iViewSMRT 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 advertising 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 taxis in the Order will start displaying the advertising materials on them. The remaining buses will have the advertising material displayed on them after the Display Commencement Date.

(d) In relation to adding new advertising materials to the iViewSMRT only:
(i) SMRTI shall be entitled to change the dates of the Display Period, the positions for the display of advertising materials 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.

13. APPROVAL OF ADVERTISING MATERIALS & 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:

<table>
<thead>
<tr>
<th>Ads Type</th>
<th>Down Time</th>
<th>Charge per Ads</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wholly Painted Bus</td>
<td>$600 per bus per day</td>
<td></td>
</tr>
<tr>
<td>Full Rear/ Side advertisement</td>
<td>$300 per bus per 4 hours</td>
<td></td>
</tr>
<tr>
<td>Taxi Door</td>
<td>$200 per day per taxi</td>
<td></td>
</tr>
<tr>
<td>Taxi Top</td>
<td>$200 per day per taxi</td>
<td></td>
</tr>
<tr>
<td>Concept Trans</td>
<td>$1,000 per day per train</td>
<td></td>
</tr>
<tr>
<td>Train Window Stickers</td>
<td>$500 per half day per train</td>
<td></td>
</tr>
</tbody>
</table>

18. LIABILITY

(a) SMRTI shall not be liable for (i) any loss of or damage to advertising materials supplied to SMRTI; (ii) any non-delivery, late delivery 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 part of an Order or (ii) to 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 in or in any way responsible to the Advertiser/Company for shall the Advertiser/Company have any claim against SMRTI in respect of any damage or loss however 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, or on or in the vicinity of the station, including work carried out by any third party, which impacts (including but not limited to the obstruction or destruction of the Advertiser’s or Advertiser’s representatives) or the Display of Advertisements.

(d) SMRTI shall also not be liable in 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 any display of or connected with this Agreement) even if SMRTI is imposed.

(e) SMRTI will be liable for the change of advertising materials within 10 days where no additional charge is imposed and within 5 days where additional charge is imposed.

(f) Notwithstanding any other provision contained herein, (i) 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 advertisements on 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 Clause 7;
(iii) the advertisements do not comply with the specifications stipulated by SMRTI under 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 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, the Advertiser/Company 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). SMRTI accepts and agrees that in any event, such removals are not guaranteed by SMRTI.

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 prior to any Orders which are bookins for renewal of existing advertisements made by the Advertiser/Company in writing 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 a 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)(v) above, 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 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 and/or expenses or for any compensation or reimbursement or refund of any monies however 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 if sent by post or within 48 hours after transmission if sent by facsimile. Any notice given hereunder may be served by SMRTI in any manner as it deems fit without any responsibility or liability.

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 supersedes 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.