

TEN ALPS COMMUNICATIONS ASIA PTE LTD STANDARD CONDITIONS OF SERVICE

1. Definitions

In these conditions:

- 1.1 **Advertisement** means the matter to be printed, separately inserted or published digitally or by way of the media properties;
- 1.2 **Booking Order** means the Company's advertisement booking order or Media Sales Order (as the case may be) in effect for the time being and may include, among other matters, its scale of advertisement rates, technical specifications, advertising copy/cancellation deadlines, setting styles, and standard conditions;
- 1.3 **Buyer** means the party placing with the Company an order for the insertion of an advertisement or for editorial services, whether such party be the advertiser of the advertisement, the advertiser of the product or service promoted thereby or making the announcement therein (the "**Advertiser**") or such Advertiser's advertising agency or media buyer;
- 1.4 **copy deadline** means the deadline for the Buyer to provide its advertising materials;
- 1.5 **media properties** mean the types/forms of publication requested by Buyer in the Booking Order by which the Buyer's Advertisement shall be published including but not limited to publication via magazines, newspapers and online media (including websites, e-newsletters, e-books, email) and/or at sponsorship events;
- 1.6 **Media Sales Order** means the Company's booking order in respect of Advertisements to be published on online/digital media where the Company is engaged by the Buyer as an advertising agency on the Buyer's behalf;
- 1.7 **Company** means Ten Alps Communications Asia Pte Ltd;
- 1.8 **Headings:** The headings herein are inserted for ease of reference only and shall be disregarded for the purposes of construction.

2. Company's Rights and Discretion

- 2.1 **Refusal/Amendments due to Compliance:** The Company may, without derogation from the warranties contained in clause 6.4, refuse or require to be amended any artwork, materials and copy for or relating to an Advertisement so as:
 - 2.1.1 to comply with the legal or moral obligations placed on the Company, Buyer or Advertiser; or
 - 2.1.2 to avoid infringing a third party's rights, the Singapore Code of Advertising Practice and all other codes under the general supervision of the ASAS.
- 2.2 **Discretion to Refuse/Change Advertisement:** The Company shall have the right at its sole discretion:

- 2.2.1 to decline to publish, or to omit, suspend or change the position, space and/or frequency of insertion of, an Advertisement otherwise accepted for insertion without being liable to the Buyer or any other party whatsoever. However, the Company will use reasonable efforts to comply with the wishes of the Buyer although the Company does not warrant the date of insertion, the wording, or the quality of the color or mono reproduction of the Advertisement.
 - 2.2.2 to reject, cancel or refuse to proceed with any Booking Order where the media properties for which such Booking Order is entered into is not published or executed as scheduled, or where the Company decides not to proceed with same for any reason whatsoever.
 - 2.2.3 refuse to insert any Advertisement and/or proceed with any Booking Order which is considered by the Company to be objectionable, unsuitable, likely to give offence or for any other reason. In such event, the Company reserves the right to reject or cancel the Booking Order in whole or in part. The Company shall not be liable to the Buyer in the event of any rejection/cancellation herein. Any remaining part of the Booking Order not so cancelled shall subsist.
- 2.3 **Discretion to Change Rates and Conditions:** Upon written notice to the Buyer, the Company shall have the right at its sole discretion at any time to change its scale of advertisement rates, including within any subsisting Booking Order, or amend the conditions herein. Where such terms/advertisement rates are amended in any subsisting Booking Order, the Buyer shall have the right to cancel the balance of such Booking Order without surcharge by the Company. For the avoidance of doubt, the Buyer shall in such event only be liable to the Company for the part of the Booking Order which has been performed by the Company and for those expenses already incurred by the Company in respect of such Booking Order.
- 2.4 **Proofs of Advertising Copies:** Proof of advertising copies shall be shown to the Buyer only upon the written request of the Buyer to the Company. Where:
- 2.4.1 such proof is not requested; or
 - 2.4.2 proof which has been supplied to the Buyer (whether by mail, email, fax, or otherwise) is not returned by the Buyer to the Company within the time set forth in the proof sheet or at all, the said proof shall be deemed to be correct,
- the Company shall have the right to proceed with the Booking Order without further notice or reference to the Buyer subject always to the Company's discretion under clause 2.2.2.
- 2.5 **Repeating Existing Advertising Copies:** Where the Booking Order contains a term for repeating advertisements, the Company shall repeat existing advertising copies for publication unless written instruction for changes are received prior to copy deadline.
- 2.6 **Advertorials:** All Advertisements which simulate editorial must carry the word "advertorial" at the top of such Advertisement. The Company has the right to insert the word "advertorial" in such advertising.
3. **Cancellation of Advertisements**

- 3.1 **Cancellation of ROP color Advertisements:** Subject to clause 2.2 above, in respect of Run of Press/Run of Paper (“ROP”) color Advertisements, the Company shall have the right to refuse all stop orders, cancellations or transfers from the Buyer:
- 3.1.1 unless they are received in writing from the Buyer not less than 6 weeks before the relevant copy deadline; or,
- 3.1.2 where such Advertisements are to be placed in special positions of the publication, such as, in the Front Cover, Inside Front Cover, Inside Back Cover and Back Cover, all stop orders, cancellations and transfers must be received in writing from the Buyer 12 weeks prior to copy deadline.
- 3.2 **Non-cancellable/Non-transferable Advertisements:** Any Advertisement in any Booking Order placed, confirmed and/or otherwise not cancelled within the periods specified in clause 3.1 shall be considered booked as non-transferable and non-cancellable. No cancellation, stop order or transfer shall be allowed unless the agreed insertion/advertising price is paid in full to the Company.
- 3.3 **Cancellation Fees:** Subject to clause 3.1 and save that this clause shall not apply to Media Sales Orders or Booking Orders in respect of advertising campaigns under clause 7, in the event that the Buyer cancels any Booking Order or part thereof with Premium Positions (special advertising positions stipulated in the Company’s media kit/rate card which shall be provided to the Buyer) the Buyer shall pay to the Company a cancellation fee equivalent to the amount of cancelled Booking Order or part thereof:
- 3.3.1 unless such cancellation was requested in writing and received by the Company within the periods specified in clauses 3.1.1 or 3.1.2 (as applicable);
- 3.3.2 in all other cases, unless such cancellation was requested in writing and received by the Company at least 90 days prior to the publication date.
- 3.4 **Cancellation of Media Sales Orders:** Media Sales Orders may only be cancelled at the sole discretion of the Company. In the event that the Company consents to a cancellation of such order at the request of the Buyer, the Buyer shall pay to the Company an amount up to 50% of the contract sum (which amount shall be decided at the Company’s sole discretion) of such cancelled order (or cancelled part thereof) by the original date of payment stipulated in such order.
- 3.5 **Advance Payments:** Notwithstanding clauses 3.1, 3.3, and 3.4, any Booking Order in respect of which advance payment of fees have been paid by the Buyer shall be considered as non-cancellable and non-transferable, and may only be cancelled at the sole discretion of the Company. In the event the Company consents to a cancellation, the Buyer shall not be entitled to any refund of any of its advance payments save at the Company’s sole discretion.
4. **No Liability**
- 4.1 **No Liability for Loss Due to Error/Late Publication:** The Company shall not be liable to the Buyer or any other party whatsoever for any loss or damage consequential or

otherwise occasioned by error, late publication or the failure of an Advertisement to appear from any cause whatsoever.

- 4.2 **No Liability for Loss of Materials:** The Company shall not be liable to the Buyer or any other party whatsoever for any loss of copy, artwork, photographs or other materials, which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.
- 4.3 **No Liability for Loss due to Omission to Insert:** The Company shall use reasonable efforts to ensure that the key words, information, advertisements and listings are during publication correctly uploaded or printed as the case may be but shall not be liable for any loss or damage occasioned by its omission to insert the Advertisement or by any errors in its contents or failure to advertise as contracted in the media properties. In the event of the above, the Buyer's liability to pay the contract sum or part thereof for the Advertisement or listing concerned shall be at the sole discretion of the Company. The Company reserves the right to reject, vary or cancel any Booking Order at its discretion and shall not be liable to the Buyer for any loss or damage occasioned by the same.

5. Payment

- 5.1 **Payment Deadline:** In the absence of any other specific arrangement between the Company and the Buyer, payment in respect of the Advertisement and in respect of advertising campaigns under clause 7 shall be made within the due date stipulated in the Company's invoices to the Buyer or, in the absence of a stipulated due date on an invoice, within 7 calendar days from the date of such invoice.
- 5.2 **Payment Method:** Payment shall be made by the Buyer to the Company only by way of bank transfer. The Buyer agrees and is aware that the Company's representatives are expressly prohibited from accepting cash payments and in the event that the Buyer makes any payment in cash.
- 5.3 **Interest:** The Buyer agrees to pay to the Company in respect of each Advertisement for which payment is not made by the due time interest on the amount paid late at the rate of 12% per annum accruing daily both before and after judgment up to the date of actual payment.
- 5.4 **Suspension/Cessation on Default:** In the event of any default in payment, the Company shall be entitled, without prejudice to any of its other legal and equitable rights, to suspend and/or cease insertions absolutely.
- 5.5 **Currency:** All payments shall be made by the Buyer to the Company in Singapore Dollars unless otherwise agreed in writing.
- 5.6 **Bank Charges:** All sums payable by the Buyer to the Company under the Company's invoices shall be paid by the Buyer free and clear of and without any reduction due to or on account of any bank fees and/or administrative charges, which bank fees and/or administrative charges, if any, shall be borne by the Buyer.
- 5.7 **Withholding Tax:** All sums payable by the Buyer to the Company under the Company's invoices shall be paid by the Buyer free and clear of and without any reduction or withholding for or on account of any tax (except to the extent required by law or

legislation in the Buyer's country). If in connection with any present or future law, regulation or practice, the Buyer is required to make any deduction or withholding on account of any tax or other amount from any sum payable by the Buyer to the Company under any Company's invoice, or the Company is required to make any deduction or withholding from, or any payment on any sum received or receivable by the Company under any Company's invoice, the Buyer shall pay to the Company such additional amounts so that the Company receives a net amount (free from any deduction, withholding or payment) equal to the full amount which it would have received had no deduction, withholding or payment been required or made.

6. Buyer's Obligations and Liability

- 6.1 Buyer's Responsibility to Check Advertisements:** It is the responsibility of the Buyer to check the correctness of the Advertisement (and of each insertion of the Advertisement if more than one). Without prejudice to clause 6.4.7, the Company assumes no responsibility for the repetition of an error in an Advertisement ordered for more than one insertion unless notified in writing within 7 days following (as the case may be) insertion of the Advertisement or of the date on which it is claimed the Advertisement should have appeared or of the receipt by the Buyer of the invoice giving rise to it. Any other matter of complaint, claim or query (whether in relation to the Advertisement or the invoice) must be raised with the Company in writing within 7 days following (as the case may be) insertion of the Advertisement or of the date on which it is claimed the Advertisement should have appeared or of the receipt by the Buyer of the invoice giving rise to it, whichever is earlier.
- 6.2 Buyer's Responsibility to Ensure Changes are On Time:** It is the Buyer's sole responsibility to ensure that any changes in insertion dates and/or copies of its Advertisement shall be confirmed in writing and on time for such changes to be made. The Buyer shall pay the Company any additional costs and expenses incurred in such changes.
- 6.3 Company's Limited Liability:** In the event that the Company has caused any error in any Advertisement, without prejudice to clauses 4.1 to 4.3 and without prejudice to the Company's entitlement to be paid for the Advertisement as published a sum representing a reasonable proportion of the charge agreed at the time the Advertisement was booked, the Company's liability is limited to a maximum at its option of giving a credit for its charge for the Advertisement or (in an appropriate instance) of publishing the Advertisement for a second time without charge. Such complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Company's charges for that and all other advertisements.
- 6.4 Indemnity:** The Buyer shall indemnify the Company and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses, agency fees, legal costs (including legal costs on a solicitor and client basis) or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these conditions or implied by law, including but not limited to any breach of any of the following warranties warranted by the Buyer:
- 6.4.1 Buyer contracts as Principal:** In relation to an Advertisement the Buyer contracts with the Company as a principal notwithstanding that the Buyer may be

acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity;

- 6.4.2 **No breach of Intellectual Properties and Rights:** The reproduction and/or publication of the Advertisement by the Company as originally submitted or as amended pursuant to clause 2.1 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Company liable to any proceedings whatsoever;
 - 6.4.3 **Buyer authorized to Advertise:** In respect of any Advertisement submitted for publication, the Buyer is solely responsible for and is authorized and entitled to advertise the business service or product described in the Advertisement copy and listing.
 - 6.4.4 **Authority of Persons contained in Advertisement:** In respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any person and/or any part of any person and/or any copy by which any person is or can be identified the Buyer or the Advertiser has obtained the authority of such person or his estate to make use of such name, representation and/or copy;
 - 6.4.5 **Compliance with Legislation:** The Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, bylaws, and the rules of statutorily recognized regulatory authorities) for the time being in force or applicable in the Republic of Singapore;
 - 6.4.6 **Compliance with Relevant Codes:** All advertising copy submitted to the Company is legal, decent, honest and truthful and complies with the Singapore Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority of Singapore (“ASAS”).
 - 6.4.7 **Where Buyer is Advertising Agency:** Where the Buyer is the Advertiser’s advertising agency, the Buyer warrants that it is authorized by the Advertiser to place the Advertisement with the Company and the Buyer will indemnify the Company against any claim made by the Advertiser against the Company arising from the publication thereof.
 - 6.5 **No Waiver:** No waiver or indulgence by the Company shall be effective save in relation to the matter in respect of which it was specifically given.
 - 6.6 **Agreed Number of Advertisements:** In the event that the Buyer agrees in writing with the Company to book an agreed number of Advertisements, but cancels before such agreed number of Advertisements is met and/or does not meet such agreed number, the Company has the right in its sole discretion to either charge the Buyer for the contracted sum for such full number of agreed advertisements or charge the Buyer for each Advertisement completed by the Company at the Company’s published rates as set out in its rate card.
7. **Advertising Campaign**

- 7.1 **Advertising Campaign:** refers to the situation where the Buyer engages the Company to promote the Buyer's website through inter alia search engine optimization and/or the setting up, consultancy and/or administration of an advertising campaign, and/or the development/maintenance of the Advertiser's website.
- 7.2 **Duration:** The duration, scope of work, cost/estimates of cost of the advertising campaign, and other services shall be stated in the Booking Order which shall be provided by the Company for the Buyer's execution.
- 7.3 **Media Fees and Service Fees:** In respect of the said further services, the Buyer shall pay such media fees (being the fees charged for online media and the costs of the relevant search engines) to the Company as stated in the Company's periodic reports. Apart from media fees, the Buyer shall also pay to the Company service fees chargeable for the consultancy and administration of the advertising campaign, which service fees shall be incorporated in each periodic report provided by the Company.
- 7.4 **Periodic Reports:** The Company shall keep the Buyer informed as to how much of spending has been used by the media including administration and service fees via the Company's periodic reports.
- 7.5 **Media Budget:** The Company may at its discretion allocate a media budget for the search engines of better performing countries if necessary. Any unused portions of the budget shall be carried forward to the following month.
- 7.6 **Re-scoping/Re-costing:** The Company shall be entitled to upon written notice to the Buyer re-scope and re-cost the advertising campaign if in its sole discretion it deems that the scope of work for such project has changed over the course of the project.
- 7.7 **No Cancellation of Advertising Campaign:** All Booking Orders in respect of the advertising campaign shall be non-cancellable upon the Company's commencement of the advertising campaign in accordance with the date set out in the Booking Order, or upon 7 days after the Buyer's execution of such Booking Order, whichever is earlier.
8. **No Right of Renewal**
- 8.1 **No Right of Renewal:** For the avoidance of doubt, the placing of a Booking Order shall not confer any automatic right on the Buyer to renew the same on similar terms.
9. **Copyright and Other Rights**
- 9.1 **Copyright:** The copyright for all purposes in all artwork, copy, storyboards and all other work created by the Company for the Buyer's advertising, if any, vests in the Company unless arrangements are made to the contrary. The Buyer agrees that it shall not before the termination of the relevant Booking Order make any use in or outside of Singapore of advertising material which originated from the Company except with the Company's written consent.
- 9.2 **Assignment of Copyrights upon termination:** The Buyer agrees that upon termination of the relevant Booking Order such copyright and other rights in the Buyer's advertising material as may be vested in the Company shall continue to vest in the Company.

10. Force Majeure

- 10.1 **Force Majeure:** The Company shall not be liable to the Buyer for any loss or damage caused to the Buyer by the Company's failure to perform its obligations herein, if such failure is consequential or otherwise occasioned by any cause whatsoever beyond its control including but not limited to an Act of God, action by any governmental or quasi governmental agency, statutory legislation, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or similar cause.

11. Binding Contract and Precedence

- 11.1 **Binding Contract:** It is mutually understood and agreed between the Buyer and the Company that the execution of a Booking Order shall constitute a contract which shall be binding on both parties, and shall amount to an acceptance of these conditions and any conditions stipulated on the Booking Order. Any other terms and conditions stipulated elsewhere by the Buyer shall be void insofar as they are inconsistent with these conditions.
- 11.2 **Additional Conditions in Booking Order to Prevail:** In the event of any variations or inconsistency between these conditions and the conditions set out in the Booking Order, the latter shall prevail.
- 11.3 **Company Not Bound by Buyer's Standard Terms and Conditions:** The Buyer agrees that in respect of the subject matter of the Booking Order, the Company shall not be bound by any terms and conditions, whether printed or written, which form part of any standard contract of the Buyer, whether such standard contract was signed before or after the execution of the Booking Order.

12. Governing Law and Jurisdiction

- 12.1 **Governing Law and Jurisdiction:** The contract which incorporates these conditions shall be construed under and governed by the laws of Singapore and the parties submit to the exclusive jurisdiction of the Singapore Courts.