



**MARINA BAY SANDS PTE LTD  
CATERING AND FUNCTION SPACE AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between **MARINA BAY SANDS PTE LTD** (Co Regn No. 200507292R), a company duly incorporated under the laws of the Republic of Singapore, with its principal place of business at 10 Bayfront Avenue, Singapore 018956 ("MBS"); and

**COMFORT INTERNATIONAL M.I.C.E SERVICE CO., LTD** ("Client")

Unique Entity No.: \_\_\_\_\_

Address: **13 Nongzhanguan South Road  
Rm 1510 Ruichen International Center  
Chaoyang District  
Beijing, 100025  
China**

Contact Details: **86 153 1131 3963  
yangmiaomiao@cct.cn**

Contact Person: **Ms Miao Miao Yang  
Manger**

"Party" means either MBS or the Client and "Parties" mean both MBS and Client.

In respect of:

**Comfort International / Volcano Engine Dinner (the "Event")**

**Commencing: 28 August 2025 Ending: 30 August 2025 (the "Event Period")**

**IT IS AGREED:**

**1. FUNCTION SPACE/CATERING OR MEETING PACKAGE/FOOD AND BEVERAGE COMMITMENT**

**1.1 Function Space.** Client agrees to purchase a license to use MBS' function spaces (the "Authorised Areas") for the Event as follows:

<u>Date</u>	<u>Time</u>	<u>Function</u>	<u>Function Room</u>	<u>Setup / Attendance</u>	<u>Rental / AV Charges</u>	<u>Food &amp; Beverage Charges</u>
28 Aug 2025	2300/0000	Setup of: Backdrop and AVL for Volcano Engine Dinner	ArtScience Museum: Level 1 Lobby	(56)	Rental: SGD18,000.00+	Minimum F&B Spending:  Food: SGD145.00++ per person Total: SGD8,120.00++ with minimum
29 Aug 2025	0001/0300					

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

MARINA BAY SANDS PTE. LTD. (200507292R)  
10 BAYFRONT AVENUE, SINGAPORE 018956

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Confirmation No: 0000041050

  
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 SINGAPORE

<b>29 Aug 2025</b>	1330/1730	Rehearsal				<b>guarantee of 56 persons</b>  <b>Beverage:</b> SGD58.00++ per person <b>Total:</b> SGD3,248.00++ with minimum guarantee of 56 persons
	1730/2030	Event				
	2100/0000					
<b>30 Aug 2025</b>	0001/0400	Teardown and reinstatement walk through the event	-	-	-	<b>Table Setting Charges:</b> SGD700.00++  <b>Total Minimum F&amp;B Spending + Table Setting Charges:</b> SGD12,068.00++

- (i) Function Room Rates are subject to prevailing government taxes and Catering / Meeting Packages are subject to service charge and prevailing government taxes.
- (ii) MBS may, if necessary, change function rooms and areas allocated for the Authorised Areas (i) if there is significant change in the number of Event attendees; (ii) as a result of room/area set up requirements; (iii) to comply with applicable prevailing legislation, directions, conditions, guidelines and advisories issued by the relevant government authorities; or (iv) for any other unforeseen circumstances. In such event, MBS shall use commercially reasonable efforts to give Client advance notice of such changes and any attendant change in rates.
- (iii) Function Room(s) will be set up as detailed in MBS' Banquet Policies and Procedures and relevant Catering or Meeting Package below.
- (iv) Any event room set up or staging beyond that described in the agreed Catering or Meeting Package will be considered Additional Services. All Additional Services must be separately requested and shall be provided at additional cost by only MBS or an authorized contractor of MBS.

**1.2 Food and Beverage Commitment.** Client commits to food and beverage spend of not less than **SGD11,368.00** in the Authorised Areas at prevailing menu prices.

- (i) Food and Beverage Commitment amount excludes service charge, prevailing government taxes, gratuities and additional labour.
- (ii) Should Client's actual food and beverage spend be less than the Food and Beverage Commitment, Client shall be liable to pay the difference to MBS.

**1.3 Cut-Off Date for Technical Requirements.** All AV and technical requirements must be made by **Tuesday, 26 August 2025** (the "Cut-Off Date").

## 2. DEPOSITS AND PAYMENTS

**2.1 Deposits.** Client shall pay the following deposits, based on the below estimated charges calculation, to MBS:

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

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Deposit Type	Due Date	%	Amount Due
Full Payment	27 August 2025	100	SGD 34,089.53

**ESTIMATED CHARGES TO MASTER ACCOUNT:**

Rental	SGD	18,000.00
Food Charges	SGD	8,120.00
Beverage Charges	SGD	3,248.00
Table Setting Charges	SGD	700.00
<b>Total</b>	<b>SGD</b>	<b>30,068.00</b>
<b>Total (Includes 10% Service Charge &amp; 9% GST)</b>	<b>SGD</b>	<b>34,089.53</b>

- (i) Deposits are subject to prevailing government taxes.
- (ii) Save in the event of Force Majeure, all deposits are non-refundable.
- (iii) If deposits are not made by due date, MBS shall be entitled to terminate this Agreement and Cancellation Fees shall be payable.
- (iv) If Cancellation Fees are payable, any deposits held by MBS shall be applied towards the payment of the Cancellation Fees.
- (v) Deposits shall at MBS' option be applied towards charges incurred by Client in respect of the Event.

**2.2 Client's Liability for Charges.** Client shall be liable for all charges incurred in respect of the Event including but not limited to charges for the Authorised Areas, food and beverage (including coffee breaks and banquets) and any and all other requested services provided by MBS. If any complimentary hotel rooms are provided with the Catering or Meeting Package, all room incidentals will be borne by Client.

**3. CANCELLATION FEES**

**Cancellation Fees.** In the event of cancellation of the Event by either party in writing, the following Cancellation Fees shall be payable by the cancelling party to the non-cancelling party. All cancellation fees must be paid within 48 hours of receipt of the notice of cancellation:

Time of Receipt of Notice of Cancellation	Cancellation Fee Due (SGD)
Upon signing of the Agreement	SGD 30,068.00 (100%)

- (i) Cancellation Fees are subject to prevailing government taxes.

**4. INSURANCE**

**4.1 Production of Certificate of Insurance.** Client shall (i) keep in force; and (ii) upon MBS' request produce a certificate of insurance evidencing possession of Commercial General Liability insurance with coverage extending over the Event and with limits of liability of at least SGD 1,000,000.00 in any one occurrence. Client shall have completed by its insurance agent a certificate of insurance for the above policy. Client shall ensure that the insurance policy names Marina Bay Sands Pte. Ltd. and its officers, directors, agents, and employees as an Additional Insured party. Client's failure to provide such certificate or policy within the period specified herein shall constitute a material breach of this Agreement. All required insurance policies shall provide that the insurance carrier will give written notice to MBS at least fifteen (15) days prior to any material change in, cancellation or non-renewal of the policy. All insurance required by Client shall include a provision on cross liability and a full waiver of subrogation in favor of the additional insured whereby Client waives any and every

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claim which arises in its favor and against MBS, for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto.

- 4.2 Client shall ensure that all contractors hired by Client to work on any aspects of the Event procure and keep in force workers compensation and public liability insurance to the satisfaction of MBS.\

**5. ACCEPTANCE**

- 5.1 **Validity.** Subject to the execution of this Agreement by MBS, the terms of this Agreement as set out above, including but not limited to the Room Rates shall be valid until Tuesday, 26 August 2025 after which the terms shall, at the MBS option, be varied or revoked and rendered null and void.
- 5.2 **General Terms and Conditions.** This Agreement incorporates the provisions of the General Terms and Conditions of Sales Agreement.
- 5.3 **Execution.** This Agreement shall only be effective upon execution by the Parties.

**IN WITNESS WHEREOF**, MBS and Client have executed and delivered this Agreement as of the date and year first above written.

**COMFORT INTERNATIONAL M.I.C.E SERVICE MARINA BAY SANDS PTE. LTD.  
CO., LTD**

Signature

Ms Miao Miao Yang

Name

Manger

Title

Date

Signature

Ms Honor Harger

Name

Vice President, Attractions

Title

Date

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

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**MARINA BAY SANDS**  
SINGAPORE

Salads

- Greek Salad
- Lemon Thyme Seafood Salad

Soup

- Truffle Mushroom Soup

Special

- California Maki
- Unagi Sushi

Cold Cuts

- Smoked Salmon
- Spicy Pepperoni Salami

Mains

- Singapore Chili crab with Mantou
- Steamed Seabass with Garlic Soy Sauce
- Hainanese Chicken Rice
- Stir – Fried Wagyu Beef with Black Pepper Sauce

Sides

- Singapore Prawn Laksa
- Penne Pasta with Tomato Basil Sauce

Desserts

- Chocolate Éclair
- *Lemon Cheesecake*
- Assorted Fresh Fruits

Beverages

- Non-Alcoholic Beverages
  - Coke
  - Sprite
  - Orange juice
    - Alcoholic Beverages
- Prosecco
- Red wine
- White wine
- Asahi
- Corona
- Tiger

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## General Terms and Conditions of Sales Agreements

### 1. INTERPRETATION

These General Terms and Conditions of Sales Agreements ("General Terms and Conditions") are supplementary to, and form an integral part of, the following sales agreements (where applicable):

- 1.1 the Rooms Only Agreement (Corporate) and (Tour Operators); or
- 1.2 the Rooms and Function Space Agreement; or
- 1.3 the Facilities Licence Agreement; or
- 1.4 the Catering and Function Space Agreement or
- 1.5 the Wedding Package Agreement; or
- 1.6 the in-Room and Hospitality Suite Event Agreement

entered into between Marina Bay Sands Pte Ltd ("MBS") and Client in respect of the Event. Where there is any conflict between the two, the terms in the applicable sales agreement(s) shall prevail. Collectively, the General Terms and Conditions of Sales Agreements and any of the sales agreements above (where applicable) shall be referred to as "**this Agreement**".

### 2. ADDITIONAL SERVICES

2.1 After execution of this Agreement, Client shall be provided with a Service Manual containing relevant information for the operation of the Event. Order forms for the purchase of additional technical or support services ("Additional Services") are found within the Service Manual.

2.1.1 The following Additional Services shall be provided exclusively by MBS and Client must purchase the same from MBS ("Exclusive Additional Services"):

- (i) Primary electrical and wiring services;
- (ii) Primary plumbing and compressed air services;
- (iii) Primary telephone systems wiring, services and operation;
- (iv) Wired LAN and related services and operation;
- (v) General cleaning and maintenance of Authorised Areas, trash collection and disposal;
- (vi) Rigging and Hanging points;
- (vii) Onsite-lifting/freight handling equipment; and

(viii) Food and beverage services.

2.1.2 The following Additional Services are not exclusive to MBS and Client may purchase the same from MBS ("Non Exclusive Additional Services"):

- (i) Secondary Electrical and wiring services; and
- (ii) Secondary rigging.

If Client wishes to appoint its own contractors in respect of any Non Exclusive Additional Services, Client undertakes to notify and consult with MBS.

2.2 The following conditions shall apply to all Clients who use their own contractors on MBS' premises: (i) Client accepts responsibility for any damage, injury, death or other loss caused to any person or property by its contractors' work or operation of any equipment (including indirect, consequential or special damages, fines or penalties); (ii) Client undertakes to only appoint contractors properly licensed to carry out the work; (iii) Client provides its contractors with MBS' required safety manual and procedures; and (iv) Client complies with and procures its contractors' compliance with such safety or other procedures. The contractor shall be considered Client's agent for purposes of this Agreement.

2.3 As the sole occupier of the Authorised Areas during the Show Period(s) and Move-in and Move-out Periods, Client has the sole responsibility of ensuring that its contractors, employees and all other personnel engaged to do work in connection or in relation to Client's use of the Authorised Areas ("Work") have the necessary certifications, qualifications, methods of work, risk analyses and all other documents required to ensure that any Work is safely and properly conducted ("Documents") and meets MBS's safety procedures and all required laws (including but not limited to workplace safety laws), regulations, guidelines and duties imposed whether by statute or other laws ("Safety Requirements"). Client is also solely responsible for ensuring that any contractors engaged by it are not on MBS' debarment list or Ministry of Manpower's List of Companies under Business Under

## General Terms and Conditions of Sales Agreements

- Surveillance Programme and that it has purchased the necessary insurance coverage to cover any liability arising from or relating to the Work.
- 2.4 Given that any Work may have effects on areas which are outside of the Authorised Areas, MBS may: (i) request any documents from Client and Client's contractors, employees or other personnel engaged to do Work; (ii) request Client to purchase or increase Client's insurance coverage to cover any liability arising from the Work; and (iii) check the Work.
- 3. DEPOSITS AND PAYMENT**
- 3.1 **Timing of Payment.** All charges must be fully prepaid via deposits prior to the Event unless MBS allows Client to establish a Credit Account. The initial deposit schedule will be reflected in the Agreement but may be revised, or updated via a proforma invoice issued to Client, to reflect additional services and charges. Client agrees to make deposit payments in accordance with such updated proforma invoice.
- 3.2 **Credit Standing.** If Client is permitted a Credit Account, MBS may require Client to furnish deposits if, in MBS' opinion, Client's credit standing significantly decreases.
- 3.3 **Security Deposit.** Where a Security Deposit is required from Client by MBS, MBS shall, within 60 days of the end of the Event, refund the Security Deposit to Client save as set out below. MBS may, at its option, apply the Security Deposit or any such portion thereof, towards the payment of any expenses and/or costs (including legal costs on an indemnity basis) incurred due to loss or damage to MBS and/or MBS' property caused by Client, resulting from Client's breach of any obligation under this Agreement, and/or resulting from the use of MBS' premises, facilities and/or services by Client. Further, subsequent to the Event, MBS may, at its option, apply the Security Deposit towards the payment of any charges incurred by Client in respect of the Event.
- 3.4 **Method of Payment.** All payments to be made by Client to MBS shall be in Singapore Dollars and made in cash, by certified bank draft, local company cheque, by bank/wire transfer or a corporate credit card approved by MBS. All credit card payments are however limited to a maximum amount of SGD100,000 (One Hundred Thousand Dollars), unless MBS approves otherwise.
- (i) Payments to be made to MBS shall be sent to:
- Marina Bay Sands Pte Ltd, 10 Bayfront Avenue Singapore 018956 Finance, Non-Gaming Department.**
- (ii) Payments by bank transfer shall be made to MBS identifying Client's name and sent to:
- Account name:  
Marina Bay Sands Pte Ltd  
SWIFT Code: DBSSSGSG  
Bank A/c No.: 003-909346-2  
Bank Name/Code: DBS Bank  
Ltd/7171  
Branch Name/Code: MBFC Branch /003**
- Bank Address: 12 Marina Boulevard, Level 3, Marina Bay Financial Centre Tower 3, Singapore 018982**
- Payment Reference: Please indicate name of paying party, name and date of the Event and Invoice number (if applicable)**
- Client shall be responsible for all bank charges.
- 3.5 **Late Payment Interest.** All payments and charges due under this Agreement which are not paid when due shall bear interest at the rate of 1% per month, pro-rated.
- 4. CANCELLATION**
- In the event of any cancellation, the Agreement will be considered terminated and the appropriate Cancellation Fees set out in this Agreement shall become due and payable by the cancelling party to the non-cancelling party within 48 hours' of receipt of the notice of cancellation. The Cancellation Fees represent a genuine pre-estimate of the damages that the non-cancelling Party would incur as a result of the cancellation. Client's failure to hold the Event or MBS' termination of this Agreement for non-payment

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by Client of any amounts that fall due and payable shall also constitute a cancellation by Client of the Event and Client shall be liable for the Cancellation Fees.

### 5. EVENTS OF DEFAULT

5.1 **Breach.** Any of the following shall constitute an event of default ("Event of Default"):

- (i) A breach by Client of any term under this Agreement, including but not limited to Client's failure to pay in full when due any payment (including any deposit or the Security Deposit), or Client's failure to obtain any licence or permit required under applicable law for the Event;
- (ii) Client's failure to comply with any law in force in Singapore in the performance of this Agreement;
- (iii) Client suffering an event of bankruptcy, insolvency, liquidation, composition or any other analogous event in any jurisdiction;
- (iv) a change in law that makes effecting this Agreement illegal or prohibited or the issuance of an order or direction of any government authority, restraining or enjoining the transactions under this Agreement.

5.2 **Remedies.** Upon the occurrence of an Event of Default that is either (i) not cured within 5 business days of written notification of the breach from MBS; or (ii) not curable by its nature, and in addition to any other remedies MBS shall be entitled to at law and without prejudice to any rights or obligations which have accrued or become due as between MBS and Client, MBS may exercise any or all of the following rights:

- (i) Terminate this Agreement;
- (ii) Accelerate the payment of any amounts due hereunder;
- (iii) Declare this Agreement as having been cancelled by Client and demand payment of the Cancellation Fee from Client;
- (iv) Apply any sums standing to the credit of Client from Client's Credit Account to satisfy or reduce its obligations to MBS;

- (v) Apply monies from any deposits or payments made by Client to MBS on or toward any other agreement between Client and MBS in satisfaction of, or reduction of any amounts due under this Agreement to MBS; and/or
- (vi) Take any other action which MBS may deem appropriate.

### 6. CHANGE IN CONTROL

If Client: (a) merges or consolidates with or is acquired by another corporation, entity or person; and (b) requires MBS to perform the obligations under this Agreement to and for the benefit of the successor corporation, entity or person, MBS shall have the right to terminate this Agreement without incurring any liability to Client if such performance would cause MBS to breach existing restrictive covenant(s) with its other clients.

### 7. FORCE MAJEURE / IMPOSSIBILITY

7.1 In the event that performance of a Party's obligations under this Agreement is rendered impossible by an event that:

- (a) has occurred after the execution of this Agreement; and
- (b) is beyond that Party's reasonable control (including, but not limited to, fire, flood, riot, earthquake, civil commotion, strike, lockout, labour disturbances, explosion, sabotage, accident, war, Act of God, or any law, ordinance, rule or regulation ("Force Majeure Event"),

that Party shall not be liable to the other Party for such delay or inability to perform the affected obligations.

7.2 The Party affected by the Force Majeure Event ("Affected Party") shall give prompt written notice (in any case not later than 14 days after the Affected Party's obligations are affected by the Force Majeure Event) to the other Party, providing evidence that the Force Majeure Event prevents performance and the expected consequences and duration of the Force Majeure Event ("FM Notice").

7.3 Where the Affected Party issues an FM Notice, the Authorised Areas for the Event shall be released, and the Event shall be rescheduled to a further date to be agreed

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- in writing between Parties ("Future Event Date"). The Future Event Date shall be subject to MBS' available alternative dates and event spaces.
- 7.4 Where Parties mutually agree in writing that it is not possible for the Event to proceed within 24 months from the end of the original Event Period set out in this Agreement, the Parties shall:
- (a) be released from their respective obligations under this Agreement; and
  - (b) all deposits received, less costs directly incurred by MBS for the Event, shall be refunded to the Client.
- 8. INDEMNIFICATION**
- 8.1 Client shall indemnify and hold harmless MBS from and against any and all claims, demands, losses and damages (including injury or death), costs and expenses (including, but not limited to, Cancellation Fees, charges incurred on the Client's Credit Account, Attrition Fees, collection agency fees, legal fees and court costs) arising from, in relation to and/or in connection with Client's use of the Authorised Areas (if any), MBS' premises and any and all activities conducted or undertaken by Client, Client's officers, directors, employees, agents, contractors and/or Client's Attendees where such claims, demands, loss and damage, costs and expenses are a result of the default and/or negligence of Client, Client's officers, directors, employees, agents, contractors and/or Client's Attendees or any breach of Client's obligations under this Agreement.
- 8.2 Client shall be liable for all costs and expenses arising from the use of, broadcast, performance or publication of patented, trademarked, copyrighted or otherwise protected materials, equipment, devices, processes and/or dramatic rights used during the Event. Further Client shall indemnify and hold harmless MBS from and against any and all claims, demands, losses and damages (including, but not limited to, patent, copyright, trademark or other infringement claims, legal fees and court costs) arising from, in relation to and/or in connection with the use of patented, trademarked, copyrighted or otherwise protected materials, equipment, devices, processes or dramatic rights during the Event (and in the Authorised Areas, if used).
- 8.3 The Client acknowledges that smoking within MBS' premises is (i) strictly prohibited, save for the areas expressly designated by MBS; and (ii) governed by MBS' Smoking Policy, as amended from time to time. ((i) and (ii) are collectively referred to as the "Smoking Restrictions".) Client shall inform each of Client's employees, agents, contractors and/or Client's Attendees of the Smoking Restrictions and ensure their compliance with the Smoking Restrictions. Further, Client agrees to defend, indemnify and hold MBS harmless from and against any and all penalties, claims, demands, losses, damages, costs and expenses arising out of or in connection with ensuring compliance by Client's, its employees, agents, contractors and/or Client's Attendees with the Smoking Restrictions and/or breach of this provision.
- 9. LICENCES, TRADEMARKS AND SIGNAGE**
- 9.1 Where Client is required to obtain any licence, approval or permit from any relevant authority or organization for the Event (which may include permissions from the Public Entertainment Licensing Unit, Singapore Police Force, Singapore Civil Defence Force, National Environment Agency and the Building & Construction Authority), it shall be Client's responsibility to obtain such licence, approval or permit at its costs. MBS reserves the right to request Client to furnish proof of such licence, approval or permit at any time before the start of the Event, failing which this shall constitute a breach under this Agreement.
- 9.2 Property in and to MBS' logo(s), Sands SkyPark and other MBS identifications including but not limited to all copyrights, trademarks and all other intellectual property rights therein shall be owned and controlled exclusively by MBS. Unless expressly permitted in this Agreement, Client shall not use any such logos or identifications for marketing or publicity or put up any of its own signage at MBS' property without the prior written consent of MBS.

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- 9.3 MBS consents to Client's use of MBS' name and address in their Event invitation to their guests for the sole purpose of identifying the Event venue. Client shall cease to use MBS' name upon conclusion of the Event.
- 10. MARKETING, ADVERTISING AND PUBLICITY**
- 10.1 Client recognizes that MBS is a licensed casino under the Casino Control Act 2006 and is subject to the requirements of this Act and its subsidiary legislation. Client undertakes to comply with the Casino Control Act (Advertising) Regulations 2010 in respect of any advertising, promotions or media related events undertaken by it with the rights obtained pursuant to this Agreement. Specifically, Client shall ensure that at no time shall any of its advertising or marketing materials involve any elements relating to casino or gambling, e.g., casino chips, casino earnings, poker cards, roulette, etc. Client shall also at no time expressly or implicitly advertise or promote, or be seen/heard to be expressly or implicitly advertising or promoting, casino or gambling in relation to the Event.
- 10.2 Client shall immediately at the written request of MBS and at Client's sole cost, withdraw from circulation any materials which do not comply with the requirements set out in this Agreement.
- 10.3 Client agrees to indemnify MBS from all costs, expenses, damages or penalties incurred or suffered as a result of a breach of this clause 10.
- 11. CONFIDENTIALITY**
- Client shall keep confidential, and shall not disclose or communicate to any third party save with MBS' prior written consent, the contents and terms of this Agreement.
- 12. GOVERNING LAW**
- This Agreement shall be governed and interpreted in accordance with the laws of the Republic of Singapore and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of the Republic of Singapore for determining any disputes or proceedings arising out of or in connection with this Agreement.
- 13. ENTIRE AGREEMENT**
- This Agreement contains the complete and entire agreement between the parties and supersedes: (i) any prior understandings, agreements, undertakings or representations between the parties whether oral or written; and (ii) any additional or conflicting terms contained in any Client's purchase order, proposal or other document issued in relation to the Event.
- 14. MODIFICATION / ASSIGNMENT**
- No modification of or addition or amendment to this Agreement shall be binding unless agreed to in writing and signed by both Parties. Neither this Agreement nor any rights or obligations under this Agreement may be assigned, delegated, or otherwise transferred by Client without the prior written consent of MBS.
- 15. INVALIDITY**
- If any one or more of the provisions contained in this Agreement is rendered invalid, illegal and/or unenforceable in any respect under the applicable law, such provision(s) shall be excluded, and the remaining provisions contained herein shall be interpreted as if such invalid, illegal and/or unenforceable provision(s) had been excluded, and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 16. NON-WAIVER**
- MBS' failure to enforce or delay in enforcement of any provision hereof, or any right hereunder shall not be construed as a waiver of such provision or right. MBS' exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.
- 17. CONSTRUCTION AND RENOVATION**
- MBS shall be permitted to carry out renovations, re-designs and/or construction of new facilities in or around the Authorised Areas as long as such work does not materially interfere with the Event.
- 18. SECURITY OF FACILITIES**
- Client shall be responsible for the safety and security of the Event and the Authorised Areas ("Safety and Security"). MBS shall not be responsible for management of Safety and Security for the Event nor for the Safety and Security of any property brought onto MBS' premises by Client or any attendee of the Event.
- 19. SURVIVAL OF CERTAIN CLAUSES**
- All obligations that are intended either expressly

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or by their nature to survive termination or expiration of the Agreement shall so survive.

### 20. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement.

### 21. PERSONAL DATA PRIVACY

21.1 For the purpose of this clause, "personal data" is as defined in the Singapore Personal Data Protection Act 2012 and any subsidiary legislation related thereto as amended from time to time (the "PDPA").

21.2 Client undertakes and warrants that:

(i) Client shall, prior to disclosing personal data to MBS, procure all consents required by law or regulations (including the PDPA) from all relevant individuals including consents:

- a. for Client to disclose the individuals' personal data to MBS; and
- b. for MBS and MBS' third party service providers (including those outside of Singapore) to collect, use, disclose and/or process the individuals' personal data,

for the purposes of the Event and performance by MBS of its obligations under this Agreement;

(ii) any personal data of individuals that Client discloses to MBS is accurate. Further, Client shall give MBS notice in writing as soon as reasonably practicable should it be aware that any such personal data has been updated and/or changed after such disclosure;

(iii) upon Client being given notice by any individual that the said individual is withdrawing his/her consent for MBS to collect, use, disclose and/or process his /her personal data for any purpose, Client shall notify MBS in writing of

the individual's withdrawal of consent forthwith; and

(iv) without prejudice to the sub-clauses in this clause 21, Client shall ensure that it complies with the PDPA, and that Client not do anything and not omit to do anything that will cause MBS and/or its related companies to be in breach of any provision of the PDPA. At the request of MBS, Client shall promptly facilitate MBS' and/or its related companies' compliance with the PDPA.

21.3 Client shall indemnify and hold MBS harmless from and against any and all claims, losses, damages and liabilities, of any kind or nature (including reasonable attorneys' fees, fines or financial penalties) arising from Client's breach of this clause or any action or omission by Client that causes MBS and/or any of its related companies to be in breach of the PDPA.