



e-Directory Subscription Agreement

This Agreement (“the Agreement”) is entered into on _____ 2009 between:

NATIONAL PARKS BOARD, a body corporate constituted under the National Parks Act (Cap. 198A) under the laws of the Republic of Singapore having its address at 1 Cluny Road Singapore 259659 (“NParks”), and

_____ [Name of Subscriber], a company/business organized under the laws of _____ [state country of incorporation/ formation] and having its place of business at _____ [business address of Subscriber] (the “Subscriber”)

WHEREAS:

- A. In conjunction with GardenTech 2009, NParks intends to set up a database to enable Subscribers from the horticulture, landscaping, gardening and other related industries in Singapore and elsewhere to exhibit their contact particulars, latest products and innovations on the GardenTech 2009 website (“e-Directory”) of NParks.
- B. The Subscriber wishes to be listed, and NParks agrees to allow the Subscriber to be listed, on e-Directory under the terms and conditions of this Agreement.

Registration

NParks hereby accepts the registration of the Subscriber to be listed on e-Directory in accordance with the terms and conditions of this Agreement, upon payment of the sum of: _____ *(S\$ 100 / S\$ 300) as a ** participant / non-participant of the GardenTech 2007 exhibition

NATIONAL PARKS BOARD HortPark 33 Hyderabad Road Singapore 119578 <i>Attn: Ms Yvonne Cheng</i> Tel: 6376 3908 Fax: 6278 9385	[SUBSCRIBER’S COMPANY] [Address]
Name: _____ Title: _____ Signature: _____	Name: _____ Title: _____ Signature: _____

* Please fill in the charge accordingly.
 * Please delete accordingly.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:-

“**Confidential Information**” means any and all written, or other tangible information, of NParks in whatever form whether or not labelled as “confidential” including, but not limited to, all matters obtained and received by either Party in the course of discussions leading to the entering into of this Agreement;

“**Subscriber Data**” means all information and materials submitted by the Subscriber that is to be displayed in the e-Directory, including Intellectual Property Rights of the Subscriber.

“**Intellectual Property Rights**” means all present, contingent or future copyright, patent rights, design rights, moral rights, rights in trade names, logos, get up, trade and service marks, domain names and any other intellectual property rights (whether now or hereinafter to be discovered) including know-how and trade secrets and any application for registration of any such right;

“**Site**” refers to the web site located at Uniform Resource Locator [<http://www.gardentech.com.sg/>] operated by NParks on which e-Directory containing the Subscriber Data is displayed.

2. SUBSCRIPTION

2.1 NParks agrees to allow the Subscriber to subscribe for, and for its Subscriber Data to be displayed on, e-Directory. The Subscriber shall submit the Subscriber Data in the format prescribed by NParks in Exhibit A and the Subscriber grants NParks an irrevocable and royalty-free licence to use the Intellectual Property Rights of the Subscriber subsisting in the Subscriber Data on e-Directory.

2.2 The subscriber is solely responsible for and shall ensure that the contents and information contained in the Subscriber Data are up-to-date and accurate and NParks shall not accept any responsibility for any consequences that arise from any information and materials contained in the Subscriber Data.

2.3 NParks shall have the right to remove the advertisement or the Subscriber Data or any part thereof in the sole discretion of NParks, for any of (but not limited to) the following reasons:

- a. the Subscriber Data contains offensive or objectionable material; and/or
- b. where any complaint is received from any third party in respect of the Subscriber Data

provided always that the Subscriber remains fully responsible for Subscriber Data even after any portion has been removed by NParks.

Any costs incurred by NParks in so doing shall be borne by the Subscriber. NParks reserves the right to include the Subscriber in any legal proceedings it may become subject to as a result of placing the Subscriber Data on advertisements in e-Directory.

2.4 The Subscriber may not create any hypertext link embedded within any page using HTML permitting any

user to access another point in any pages within the Site, which link triggers such pages in the Site to be displayed. (“Hypertext Links”).

For the purpose of this clause 2.4:-

“HTML” refers to hypertext mark-up language, being a set of codes that can be inserted into text files to indicate special typefaces, inserted images and links to other hypertext documents.

3. PAYMENT TERMS

3.1 The payment terms are set out in the attached Exhibit B.

4. OBLIGATIONS OF THE SUBSCRIBER

4.1 The Subscriber represents, undertakes and warrants to NParks that:-

- a. it is a legal entity with full capacity to enter into this Agreement;
- b. it will ensure that:
 - (i) all the Intellectual Property Rights and Confidential Information belonging to NParks shall be protected; and
 - (ii) it shall preserve, protect and shall not cause harm to the integrity, reputation and good name of NParks;

c. it is the owner, proprietor and/or the legal and beneficial owner of its Intellectual Property Rights contained in the Subscriber Data and is entitled and is able to grant the licence referred to in Clause 2.1 of this Agreement to NParks;

d. The use of any Intellectual Property Rights of the Subscriber and of the Subscriber Data by NParks under this Agreement does not infringe the Intellectual Property Rights of any third party;

e. All representations, documents, and/or any information provided by Subscriber to NParks under this Agreement is true, accurate, complete up-to-date and not misleading in any way whatsoever;

f. The advertisement of any information, products or services contained within the Subscriber Data is in compliance with all applicable laws, regulations and industry guidelines in Singapore and all other jurisdictions in which the Site may be lawfully accessible or downloaded.

4.2 If any representation, undertaking or warranty of Subscriber under Clause 4.1 above is false, NParks shall be entitled to remove the Subscriber Data from the e-Directory and/or terminate this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 NParks shall own all rights, title to and interest in the Intellectual Property Rights in:

- a. The selection, arrangement, collation and compilation of Subscriber Data;
- b. the e-Directory; and
- c. the layout and design of the Site.

5.2 The Subscriber shall not infringe the Intellectual Property Rights of NParks and may not aid, procure, facilitate, authorize or encourage any others to do so. The Subscriber may not use, reproduce, republish or redistribute any information and material on the Site, or the selection, arrangement, layout and design of e-Directory whether by linking, framing, making printed

copies or by any other means without the prior written consent of NParks.

- 5.3 The Subscriber shall keep NParks fully informed of any infringement of any of the Intellectual Property Rights of NParks of which it knows, becomes aware, or ought reasonably to be aware.

1. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 1.1 Except as expressly provided to the contrary in this Agreement, all terms, conditions, warranties, undertakings, inducements or representations whether implied, statutory or otherwise relating to this Agreement are hereby expressly excluded.
- 1.2 NParks provides the e-Directory as an online directory service only. The contact particulars, details of products and services advertised by the Subscriber originate from and may be changed from time to time by the Subscriber. NParks shall not be responsible for any inaccuracies, incomplete or outdated information, errors or omissions in the Subscriber Data nor in the advertisements displayed on the e-Directory.
- 1.3 NParks makes no warranty or representation in respect of nor does it endorse or promote any product, service or other material whatsoever appearing in the advertisements of the Subscriber. The Subscriber may not use the name and goodwill of NParks in any way whatsoever to promote its business, products and services.
- 1.4 The Subscriber transacts with any customers on its own terms, and NParks shall not be involved in, nor be liable to, the Subscriber or any customer of the Subscriber, for any transaction between the Subscriber and any customer of the Subscriber, nor shall NParks be liable to the Subscriber for any loss, damage, cost or expense incurred or suffered by the Subscriber (including but not limited to claims of negligence, intellectual property infringement and defamation) in connection with the Subscriber Data or any advertisement on e-Directory.
- 1.5 **NParks will not be responsible or liable to the Subscriber and/or any customer of the Subscriber for any loss of profits, loss of use, business interruption, loss of data, technologies or services, cost of cover action, claim, charge, cost, damage, interest, liability, penalty, tax or expense of any nature, whether direct, indirect, incidental, consequential, special or exemplary of any kind in connection with or arising out of the listing of the Subscriber on e-Directory, whether alleged as a breach of contract or tortious conduct, including negligence, even if NParks has been advised of the possibility of such damages. NParks further disclaims liability for the following:-**
- a. **Any damage, defect, disruption, error or failure at the site;**
 - b. **Any cost, embarrassment, inconvenience, loss or damage suffered by the Subscriber and/or its customers arising out of or in connection with this agreement;**
 - c. **Any act or omission in the performance of this obligation under this agreement by NParks, its officers, employees, agents and/or third parties appointed by NParks; and**
 - d. **Any inaccuracy, misrepresentation, incomplete or out-dated information contained on e-Directory; and**
 - e. **Any Hypertext Links within the Subscriber Data to web sites out of the Site.**
- 1.6 **The Subscriber may not have any remedies under this Agreement against NParks in relation to any transaction with any customer of the Subscriber or any loss or damage suffered in respect of any dispute (whether for negligence, intellectual property**

infringement or defamation) concerning the Subscriber Data, and the Subscriber hereby waives any and all rights to include NParks in any dispute claim or proceedings arising as a result of the use or display of the Subscriber Data on e-Directory or any matter related thereto.

- 1.7 **Notwithstanding any other provision to the contrary in this Agreement, in no event shall the maximum cumulative liability of NParks for all matters relating to this agreement exceed whether for any single instance or in the aggregate the sum equal to three (03) times the subscription fee paid by the Subscriber.**

7. CONFIDENTIALITY

- 7.1 Each party agrees to hold, and to cause its affiliates, directors, officers, employees and agents to hold, in strictest confidence, and not to, without the prior written consent of the other party, divulge, communicate or disclose to any unauthorized person or use or exploit for any purpose any Confidential Information except as may reasonably be required in the fulfilment of this Agreement.
- 7.2 Each party shall be responsible for any breach by its affiliates, directors, officers, employees and agents of the Agreement set forth in this Clause 7, who shall include, in respect of any party, such persons whom such party shall have or shall be deemed to have employed, engaged or nominated. This Clause 7 shall survive this Agreement and continue in full force and effect following the termination of this Agreement with respect to each party.
- 7.3 The parties agree that, notwithstanding any other clauses in this Agreement, the non-breaching party shall be entitled to seek equitable relief to protect its interests where monetary compensation is insufficient. Nothing stated herein shall be construed to limit any other remedies available to the parties.

8. TERMINATION & CONSEQUENCES

- 8.1 This Agreement shall be valid until the next GardenTech Exhibition to be organized by NParks unless terminated earlier under this Agreement.
- 8.2 Either party may terminate this Agreement at any time and on any grounds by giving three (03) months' written notice to the other party provided that where the Subscriber gives this written notice, it shall not be entitled to any refund of the subscription fee paid.
- 8.3 Notwithstanding Clause 8.2 above, NParks may, by written notice to the Subscriber, terminate this Agreement with immediate effect where:
- a. The Subscriber is in breach of any of the other terms and conditions of this agreement or fails to comply with any instruction or requirement of NParks provided that if any such breach or failure is capable of being rectified, and has not been so rectified within the time period given by NParks to do so;
 - b. The Subscriber terminates or suspends its business activities, becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or has been served with any petition for winding-up or is subject of any scheme of arrangement under law;
 - c. NParks decides to discontinue with e-Directory; and/or
 - d. If any representation, undertaking or warranty given by Subscriber under this Agreement is or proves to be false
- 8.4 Upon termination of this Agreement and/or its accompanying schedules the Subscriber shall immediately discontinue use of any confidential information of NParks

and within 10 days certify in writing to NParks that all copies, extracts or derivatives of the confidential information, in whole or in part, in any form, have been returned to NParks or destroyed in accordance with the NParks' specific instructions.

- 8.5 Notwithstanding anything stated herein such clauses as is intended to survive the termination of this Agreement and shall continue despite such termination.

9. INDEMNIFICATION

- 9.1 The Subscriber shall indemnify NParks and its affiliates, and their directors, shareholders, agents and employees from and against any fine, penalty, loss, costs, damage, injury, claim, expense (including reasonable legal fees), any actual or threatened claim, demand, action or other proceeding by any third party of any other similar kind of liability which it or they may suffer or incur as a result of:
- Any act of omission by the Subscriber, its employees, agents, representatives, or subcontractors arising from or relating to this Agreement, or any breach by the Subscriber of any terms of this Agreement, including the infringement of third party rights; and
 - Any act or omission of the Subscriber in contravention of applicable laws.
- 9.2 Save as expressly provided for in this Agreement, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act Cap 53B or any other similar legislation in other countries by a third party.

10. NOTICES

- 10.1 All notices, consents and other communications under or pursuant to this Agreement shall be in writing and in the English language and shall be deemed to be duly given (i) at the time of delivery when delivered by hand; (ii) at the time of transmission when sent by facsimile and/or transmission e-mail; (iii) seven days after sending, when sent by recognized international air courier; or (iv) 4 working days when sent by post; and (v) at such times or by such means as the Parties may agree from time to time; in each case to the addresses set forth above (or to such other addresses or facsimile numbers as a Party may designate as to itself by notice to the other Party).

11. NON-ASSIGNMENT

- 11.1 Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by the Subscriber, in whole or in part without the prior written consent of NParks. NParks may assign, novate or otherwise transfer any of its rights, duties and obligations under this Agreement to any other party that NParks has in its own discretion designated without the consent of the Subscriber to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 This Agreement shall be governed and construed in accordance with the laws of Singapore.
- 12.2 Any dispute arising between the Parties in connection with this Agreement ("Dispute") must be resolved in the first instance through mediation in accordance with the mediation rules of the Singapore Mediation Centre. Any party that receives a notice for mediation shall consent to participate in the above-mentioned mediation process. Failure to comply will be a breach of this Agreement.
- 12.3 If any Dispute between the Parties cannot be settled within sixty (60) days after the commencement of the mediation process set out in Clause 12.2 above, either Party may, by notice to the other, require such a Dispute

to be settled by arbitration in Singapore in English under the Rules of the Singapore International Arbitration Centre ("SIAC Rules"). The arbitration shall be conducted by one (1) arbitrator who shall be mutually agreed upon by each Party and appointed in accordance with the SIAC Rules, or failing any mutual agreement, the arbitrator shall be the Chairman of the SIAC.

- 12.4 Neither Party shall be entitled to commence or maintain any action in any court of law upon any matter in dispute until such matter have been submitted to, and finally determined under, the dispute resolution and arbitration procedures in this Clause 12, and then only for the enforcement of any arbitration award granted. The parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore in this respect. Process may be served on either party in the manner set forth in this Agreement for the delivery of notices or by such other method as is authorized by applicable law or court rule. In any action or proceeding to enforce rights under this Agreement, each Party will be responsible for their own costs.

13. SEVERABILITY

- 13.1 In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

14. NO WAIVER

- 14.1 The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of either Party thereafter to enforce any such provisions. No waiver, amendment or variation to this Agreement shall be valid unless in writing and signed by both Parties.

15. FORCE MAJEURE

- 15.1 Except for the obligation to make payments, non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or act of God, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party.

16. ENTIRE AGREEMENT

- 16.1 This is an integrated Agreement and all exhibits hereto and incorporated herein constitutes the entire, final, complete and exclusive agreement between the Parties and supersede all previous agreements, intentions, or representations, oral or written, relating to this Agreement. This Agreement may not be modified or amended, except in writing signed by a duly authorized representative of each Party.

Exhibit A

Instructions for Completing the Content Template

Please follow the simple steps in the template provided in Exhibit A to provide the information for your subscription page in the e-Directory. A sample of a completed subscription page is available on page 8 of this document for your reference.

Do take note of the following:

- All images are to be properly named and included in a separate folder. (Do not insert your images directly into this template.)
- All images are to be submitted according to the size, resolution and name requirements as specified in the template.
- The naming of image files (jpg or gif) should follow the format:
xx-Logo.gif or xx-ImageN.jpg or xx-ImageN.gif

Where xx refers to the initials of your company name, and N refers to the image number.
For instance, "GE-Logo.gif" and "GE-Image7.jpg" for a company called Garden Enterprise Pte Ltd.

Submission of Content

Only **soft copy** submissions would be accepted. Kindly submit your content in a CD, the subscription form and your cheque payment to the following address:

Mr Yeong Yee Shyong
National Parks Board
Singapore Botanic Gardens
1 Cluny Road
Singapore 259569

Enquiries

For enquiries, please contact Ms Yvonne Cheng (yvonne_cheng@nparks.gov.sg).

Template for Content

1. Select the category or categories that your company falls under.

Category of Display

Plants, Fruits, Flowers & Accessories	Yes / No
Plant-related Products	Yes / No
Planting Media, Fertilizers & Agrochemicals	Yes / No
Gardening Tools, Attire & Materials	Yes / No
Garden Furniture, Facilities & Equipment	Yes / No
Garden Building Materials	Yes / No
Landscaping Accessories	Yes / No
Horticultural Equipment & Machinery	Yes / No
Fish & Ponds	Yes / No
Books & Education	Yes / No
Others (please specify)	<Specify Here>

2. Enter the keywords that would identify your company and products/ services during a search of the e-Directory.

Keyword Search (Limited to 400 Characters)	<Enter keywords> E.g. garden equipment, spade, machinery, tools, fertilizer, brand name. Each keyword is to be separated by comma.
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3. Enter your company information and provide your company logo (100 dpi).

Company Logo	<Enter image name> e.g. xx-logo.gif or logo.jpeg Resolution 100 dpi
Contact Name	<Enter Name>
Company	<Enter Company's Name>
Address	<Enter Company's Address>
Tel / Fax	<Enter Company Tel & Fax No. >
Email	<Enter Company Email>
Company Website URL	<Enter URL> e.g. www.plant.com.sg
About Us	<Enter company description> Limited to 100 words

4. Provide 6 images (250 x 166 pixels, 100 dpi) of your products and services, and give a short caption (30-characters) to describe each of your images.

<Enter Caption of Image 1> (30 characters)	<Enter Caption of Image 2> (30 characters)	<Enter Caption of Image 3> (30 characters)
Image1.jpg 250 x 145 pixels Resolution 100 dpi	Image2.jpg 250 x 145 pixels Resolution 100 dpi	Image3.jpg 250 x 145 pixels Resolution 100 dpi
<Enter Caption of Image 4> (30 characters)	<Enter Caption of Image 5> (30 characters)	<Enter Caption of Image 6> (30 characters)
Image4.jpg 250 x 145 pixels Resolution 100 dpi	Image5.jpg 250 x 145 pixels Resolution 100 dpi	Image6.jpg 250 x 145 pixels Resolution 100 dpi

5. Referring to the table below, please provide:

- a. **Image 7 (251 x 251 pixels, 100 dpi). Provide a short caption (30 characters), and a text description (300 characters).**
- b. **5 other images (130 x 86 pixels, 100 dpi). Provide a short caption (30 characters), and a text description (200 characters).**

Image 7.jpg 251 x 251 pixels Resolution: 100 dpi	<Enter Caption of image 8> (30 characters)	Image8.jpg 126 x 94 pixels Resolution 100 dpi
	<Enter Description for image 8> (200 characters)	
	<Enter Caption of image 9> (30 characters)	Image9.jpg 126 x 94 pixels Resolution 100 dpi
	<Enter Description for image 9> (200 characters)	
	<Enter Caption of image 10> (30 characters)	Image10.jpg 126 x 94 pixels Resolution 100 dpi
	<Enter Description for image 10> (200 characters)	
<Enter Caption of image 7> (30 characters)	<Enter Caption of image 11> (30 characters)	Image11.jpg 126 x 94 pixels Resolution 100 dpi
<Enter Description for image 7> (300 characters)	<Enter Description for image 11> (200 characters)	
<Enter Description for image 7> (300 characters)	<Enter Caption of image 12> (30 characters)	Image12.jpg 126 x 94 pixels Resolution 100 dpi
<Enter Description for image 7> (300 characters)	<Enter Description for image 12> (200 characters)	

Sample Subscriber's Page in e-Directory

The sample below gives you an idea of how a completed vendor subscription page might look like in the e-Directory. All text and image content will appear as submitted by the subscriber using the template provided.

Participating Vendors



Mr Julian Eng
Geospace Pte Ltd
 192, Waterloo Street, #02-03, Skyline Building,
 Singapore 187966
 Tel: 65-6332 8990 - Fax: 65-6332 5201
 Email: julian@geospace.com.sg
 URL: www.geospace.com.sg

About Us

We are not just another company selling regular street furniture. We sell street furniture that is functional, innovative and aesthetically pleasing. Our products include bollards, banner poles, flag poles, litter bins, benches and tree gratings. Our team works to provide creative solutions to meet your needs in the use of street furniture. And equally important, our range of products seek to preserve, if not enhance the harmony of the landscape, be it natural or planned and designed by man.

e-Directory
 GardenTech 2007

Flood bollard - custom designed



Cast aluminium retractable bollard



Retractable type on road divider



Retractable Stainless Steel bollard



Automatic retractable type



Removable cast iron bollard



Special bollards
 Rubber bollards, lighting and solar bollards, smart bollards, recycled rubber bollards are some award-winning innovative bollards available. They are in stainless steel, cast aluminium, stone or rubber.



Access control
 Whether pathway in a tree-lined park or driveway in the city, we have bollards that meet your needs. Our well-engineered and purpose designed bollards can be fixed, removable, manually or automatically retractable. They are effective, reliable and provide for the safety and convenience of all users.



Lighting columns and poles
 For an air of festivity, we have a range of decorative lighting columns and poles from which to display banners and flags. A wide variety of designs is available to suit the theme of the environment.



Retractable panels
 No more being uprightly O3 boxes. Our retractable panels retract into the ground when not in use and pop up automatically with the turn of a key. They are weather resistant and have high load bearing capacity.



Gratings, litter bins and benches
 Our custom-designed tree gratings, together with our litter bins and benches, provide neat, functional and attractive solutions to enhance the general environment.



Crowd control barriers
 Our indoor and outdoor queue posts and barriers, available in a choice of materials and finishes, are sturdy, durable and versatile. Our cartridges provide smooth, dependable tape retraction and come with universal lock feature.



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Exhibit B

Terms of Payment

For Exhibitors at GardenTech 2009:

1. Participants who are registered with GardenTech 2009 will pay a fee of **S\$100** to subscribe to the e-Directory.
2. For each exhibition booth signed up, subscribers are entitled to 1 (one) page in the e-Directory.
3. The period of the subscription to the e-Directory is 2 years. The fee includes 2 updates to the page – inclusive of the first entry.
4. The charge is inclusive of 7% GST.
Payment is due upon the signing of this Agreement.

For Non-Exhibitors at GardenTech 2009:

1. The subscription fee for non-participants of GardenTech 2009 is **S\$300**.
2. The fee is for 1 (one) page in the e-Directory, for a subscription period of 2 years.
3. The fee includes 2 updates to the page – inclusive of the first entry.
4. The charge is inclusive of 7% GST.
Payment is due upon the signing of this Agreement.

For All Subscribers to the e-Directory:

1. The below fees would be charged for the following:
 - i. Each additional page: **S\$300**
 - ii. Each additional update (if 2 updates have been exceeded): **S\$80**
2. The charges above are inclusive of 7% GST.
Payment is due as directed by the National Parks Board (NParks).