

TERMS & CONDITIONS FOR INSERTION ORDER FOR ADVERTISING SERVICES

1. DEFINITIONS

Unless otherwise stated the following words shall have the following meanings: -

"Advertisement Charges" - means advertisement charges stated in the Insertion Order and referred to at Clause 6.

"Advertising Materials" - means materials (including negatives) containing text, designs, drawings artworks, trade marks, trade names, copyright, designs patents, know-how, industrial property and other intellectual property recording media, colour separated films, transparencies, photographs and any other materials supplied by the Advertiser which together constitute the whole or part of the advertisement.

"Advertising Packages" - are also known as integrated media packages or any form of bundling initiated by Lots Pte Ltd.

"Affiliate" - means any company, partnership or other entity which directly or indirectly controls or is controlled by or is under common control of Lots Pte Ltd.

"Advertiser" - means the individual, company, partnership or other entity named in the "Insertion Order".

"Booking" - means the submission of the of the Insertion Order for Lots Pte Ltd's acceptance.

"Booking Date" - means the date indicated by the Advertiser on the Insertion Order.

"Booking Deadline" - means the deadline for submission of the completed Insertion Order for advertisements in Directories and in Other Products & Services.

"Copysheet" - means the copy sheet to be completed by the Advertiser setting out the advertisement to be published and "Copy

Deadline" means the deadline for submission Of the Copy sheet.

"Directories" - means directories published by Lots Pte Ltd including but not limited to www.lotsweb.com.

"Insertion Order" - means the advertisement order for the Services overleaf.

"On-line Services" - means internet advertising / marketing services by Lots Pte Ltd including but not limited to www.lotsweb.com.

"Other Products & Services" - means all other Lots Pte Ltd's products and services not defined under "Directories" and on-line services.

"Print Advertisement" - means all hard copy advertisements in Directories and in Other Products & Services.

"Activation/Publication Date" - means the date on which the Advertiser desires its advertisement to be published in the Directories and in Other Products & Services and for which activation/publication thereof has been scheduled.

"Publication Rate of Display Advertisement and On-line Services" - means the rate published for display advertisements and On-line Services as at the date of signing of the Insertion Order.

"Services" - means all advertising services and On-line Services provided by Lots Pte Ltd whether in printed or electronic form and shall include advertising services covered under Advertisement Packages.

"Show proof" - Means artwork prepared by Lots Pte Ltd for advertisement in printed or electronic form.

2. THE AGREEMENT

2.1. The date of this Agreement shall be the date as stated in the Insertion Order by the Advertiser or the date of receipt by Lots Pte Ltd whichever is earlier.

2.2. By signing the Insertion Order, the Advertiser agrees to be bound by and shall comply with this Agreement. Except for Electronic Information Services ("EIS"), the Copy sheet, Show proof and otherwise stated herein, in the event of conflict between these terms and conditions and Lots Pte Ltd's various standard terms and conditions, the former shall prevail.

2.3. The advertising period for the Services shall be stated in the Insertion Order and their respective commencement date as stipulated by Lots Pte Ltd

3. COPYSHEET ANR SHOWPROOF

3.1. The Advertiser shall submit the Copy sheet duly approved on or before the Copy Deadline.

3.2. With regard to EIS, the Advertiser may request changes including the updating of information during the period of advertisement. If allowed, the advertiser shall bear all requisite costs relating thereto.

There are no rebates or discount as regards any change offered by Lots Pte Ltd, which is not accepted.

3.3. The Advertiser may request for Show proof which will only be given at Lots Pte Ltd's sole discretion. Show proof may be sent by fax, mail or Internet for approval. Whilst Lots Pte Ltd shall use its best Endeavour to ensure that the colours in the Show proof conform with that later advertised, it is not responsible for any non-conformance thereof. Neither will Lots Pte Ltd be responsible for any inaccuracies or omissions which may be contained in the Show proof.

3.4. The Advertiser must ensure that its written instructions and/or amendments on the Show proof are received by Lots Pte Ltd at the correct fax number and within the stipulated time, failing which the Show proof last provided to Lots Pte Ltd shall be deemed correct and approved.

3.5. If the Advertiser requests for any amendments to the Show proof (within the stimulated time frames), Lots Pte Ltd may allow up to 2 Show Proofs, free of charge. No further requests shall be entertained and Lots Pte Ltd may at its sole discretion, allow further Show proofs upon payment of an additional sum of 10% of the cost of the booking fee or S\$350 whichever is higher.

4. SOLE DISCRETION OF LOTS PTE LTD

Lots Pte Ltd resolves the right to:

4.1. impose restrictions on the style, size Of or information and any other matters relating to the advertisement or make any alteration it considers necessary or desirable in the Services to conform with Lots Pte Ltd's prevailing practice and policies as may be amended from time to time, and specifications of the Info-Communications Development Authority Of Singapore ("IDA"), my Statutory Board or Authority (collectively referred to as "Authorities") or by any Law;

4.2. to omit, suspend or change the position and sequence, text ether words, audio or visual or any format of the Services, even after acceptance for

activation, publication or broadcast and even if has been previously activated, published or broadcasted and sue amendment shall include amendment to Chinese characters.

4.3. Where there is any error, typo error, misprint, omission or print defect in the Services, Lots Pte Ltd may but will not be obliged to insert corrected information in the next available print or broadcast or make a reasonable refund or pro-rated adjustments to the Advertisement Charges. Unless otherwise agreed in writing, Lots Pte Ltd is not obliged to comply with any conditions imposed by the Advertiser for any insertion. No reinsertion, refund or pro-rated adjustments will also be made in if Lots Pte Ltd's sole discretion, such defect does not materially detract from the Services.

No form of compensation shall also be made in respect of complimentary advertising services provided free of charge by Lots Pte Ltd.

5. ADVERTISING MATERIAL

5.1. All Advertising Materials supplied must comply with Lots Pte Ltd's prevailing practice and policies and the specifications of the Authorities' and/or any Law, which are available upon request.

5.2. Whilst every reasonable care is taken, neither Lots Pte Ltd nor its agents shall be responsible for loss or damage to the Advertising Materials.

5.3. Unless notified to the contrary in writing, Lots Pte Ltd is entitled to destroy the Advertising Materials after 1 month from the date of the latest publication or broadcast.

5.4. When the Copysheet &/or Advertising Materials are not submitted concurrently with the Insertion Order, the relevant amendments and/or updates as the case may be, Lots Pte Ltd reserves the right to repeat the relevant advertising service with any necessary modifications or publish the advertisement with only the Advertiser's contact details known to Lots Pte Ltd as at the time of Booking and the Advertiser would remain liable for full payment of the Advertisement Charges.

6. ADVERTISEMENT CHARGES AND PAYMENTS

The Advertiser may be required to furnish collateral or make full or part payment of the Advertisement Charges as a condition precedent to the provision of the Services by Lots Pte Ltd under this Agreement.

Notwithstanding Clause 6.1, Lots Pte Ltd shall invoice for the Annual Advertisement Charges upon publication or commencement of the Advertising Services, which is payable in full within 30 days from the invoice date for all Products & Services. Provided always that Lots Pte Ltd reserves Um right to amend the term and manner of payment aforesaid as it shall deem fit. The full rate for the duration stated in the Insertion Order will be charged, regardless of whether the Advertiser uses up his entitlement for the Services.

and also where the advertisement is unpublished due to Advertiser's failure to submit the Copy sheet and/or Advertising Material which are to be submitted before the Copy Deadline or any relevant deadline. Additional charges at Lots Pte Ltd prevailing rate will be imposed for any additional services in excess of the Advertiser's entitlement and the same is payable at the time of usage. Such additional services include but are not limited to annual renewal of the Services.

Interest at a rate of 8% p.a. is payable on outstanding payment from the invoice date or the last payment date, whichever is later.

If the Services include provision of Chinese characters, only common Chinese characters will be provided. If assistance for construction of Chinese characters is required, Lots Pte Ltd may assist at the Advertiser's cost and expense. The Chinese characters constructed shall conform Lots Pte Ltd's system and

become Lots Pte Ltd's property. If the Services allow a direct connection to mobile telephone services, pursuant to IDA's present policies, the subscriber shall bear the cost of the connection. If IDA imposes any charge on Lots Pte Ltd, the Advertiser undertakes to bear the same.

Where 2 or more accounts pertaining to the Services are opened by the Advertiser, Lots Pte Ltd is entitled to combine, consolidate or merge all or any its accounts and may set off or transfer any sum standing to the credit of such account(s) in or towards satisfaction of its liabilities to Lots Pte Ltd. In particular, the same applies to an Advertiser, who is an individual and who maintains 2 or more of such accounts for his various businesses for which he is sole-proprietors of. Lots Pte Ltd also reserves the right at any time, to require the personal guarantee of an Advertiser who is the sole individual shareholder of various private limited companies which maintain 2 or more of such accounts under different company names with Lots Pte Ltd

Upfront payment MUST be made before activation of advertising program.

7. CANCELLATION POLICY AND CHARGES

The Advertiser may with written consent of Lots Pte Ltd amend/withdraw/cancel the Insertion Order on written notice to Lots Pte Ltd, which must be received by Lots Pte Ltd within 5 days from the Booking Date or the date of receipt by Lots Pte Ltd whichever is earlier Thereafter no amendment/withdrawal/cancellation will be entertained in particulars from online advertising and cancellation for Print Advertisements which is allowed upon payment of the cancellation charges or charges for any work done in respect thereof and 20% Cancellation charges will be imposed for any un-utilized funds within the 1 year contract. In the event that the Insertion Order is amended/withdrawn/cancelled with written consent Of Lots Pte Ltd in addition to the charges stated at Clauses 7.1

7.1 The Advertiser will also be charged for the photography services rendered at commercial rates, which charges shall take into account the number of pictures taken.

8. INTELLECTUAL PROPERTY

8.1 All trademarks, copyright, designs, patents, know-how, industrial property and other intellectual property comprised in the Services and materials provided by Lots Pte Ltd, including photographs and Show proof given in any form ("Lots Pte Ltd's Intellectual Property") are the exclusive property of Lots Pte Ltd. No use and reproduction of any part of the same in any manner is allowed without Lots Pte Ltd's prior written approval.

8.2 The Advertiser shall fully indemnify Lots Pte Ltd in respect of all losses damages, costs and expenses which may be suffered by Lots Pte Ltd from the unauthorized use of Lots Pte Ltd's

Intellectual Property through breach by the Advertiser of this Agreement or its negligence or otherwise.

9. NON PUBLICATION/BROADCAST AND PAYMENTS

9.1 Lots Pte Ltd reserves the right not to publish/broadcast any item submitted without explanation notwithstanding acceptance of full or part payment of the Advertisement Charges.

9.2 Lots Pte Ltd may refuse or require amendment of advertisements that are to be published for any reason including to avoid infringing a third party's rights and any prevailing laws.

9.3 Lots Pte Ltd may at its sole discretion at any time before the Publication Date:-

9.3.1 reject or decline to publish the advertisement without any explanation and shall refund any payment that may have been made even if a similar advertisement had been published previously; and/or

9.3.2 require the Advertiser to amend or edit the advertisement submitted to Lots Pte Ltd as set out in the Copy sheet according to the requirements of Lots Pte Ltd; and/or

9.3.3 by written notice state that it will not publish the advertisement on the scheduled Publication Date but on an alternative Publication Date provided

that if the Advertiser disagrees, any payment it may have made will be refunded; and/or

9.3.4 delete or otherwise remove any advertisement without explanation and refund any payment made by the Advertiser without any liability. The Advertiser shall have no claim against Lots Pte Ltd.

9.4 Lots Pte Ltd may at its sole discretion, discharge and satisfy any claim and settle or defend any action or threatened action without reference to the Adviser.

9.5 Lots Pte Ltd is not liable for any unsatisfactory publication of advertisements if the Advertising Materials submitted do not comply with its requirements.

9.6 Lots Pte Ltd shall not be responsible for any mispronunciation of the Advertiser's name or any product or service name or otherwise in the Services..

9.7 The Advertising Materials and/or other property submitted are held by Lots Pte Ltd at the Advertiser's risk and any relevant insurance with respect to the such property shall be arranged and paid by the Advertiser. No such claims will be entertained more than 1 month after submission.

9.8 Any complaint on advertisements, together with all relevant details shall be lodged within 3 months after Publication Date after which none will be entertained.

9.9 Except where the Advertiser has been delinquent in its payments, where the advertising item has been in part published / broadcasted / processed or some items have been published / broadcasted for the balance of the advertising period, Lots Pte Ltd shall not be liable to refund more than the Advertisement Charges. If payment is tendered with the Insertion Order and any or some of the items is unpublished, a refund will be made to the extent of the items unpublished

9.10 If default in payment occurs, Lots Pte Ltd may refuse to insert, publish or broadcast the advertising items without notice to the Advertiser.

9.11 If the Advertiser is permitted to pay by installments, failure to effect any installment shall forthwith entitle Lots Pte Ltd to demand and collect the entire balance in one lump sum.

9.12 If any incentive has been given to the Advertiser by way of free or bonus advertisements, or rebates (if applicable) ("the Incentives"), the time of placement of these Incentives shall be at Lots Pte Ltd's sole discretion. If however default in payment occurs, or if there is a breach of this Agreement by the Advertiser or the criteria set by Lots Pte Ltd for the Incentives is not met, Lots Pte

Ltd may without prior notice forthwith withdraw the Incentives.

Withdrawal of the incentives shall however not affect the validity of this Agreement which shall remain in full force and effect until terminated pursuant to the terms and conditions herein.

9.13 Lots Pte Ltd reserves the right to modify, add on, suspend or terminate the Incentives without prior notice but notice shall be deemed given to the

Advertiser by posting notice by ordinary mail to the last known address of the Advertiser in Lots Pte Ltd ' records and the Advertiser shall be bound by the same from the date as determined by Lots Pte Ltd or if no date is specified from the date of such posting.

10. ADVERTISER'S WARRANTIES

10.1.1 it has the right or obtained all necessary licenses, copyrights, approvals and permissions from all relevant authorities ("Authorities") and parties to use all materials, photographs, names or representations pertaining to all advertisements to be published through the Services and if any demand, claim or criminal charge arising therefrom is made against Lots Pte Ltd. it will indemnify Lots Pte Ltd from any such costs, damages, fines, penalties or charges.

10.1.2 it is authorized, entitled to advertise and permit Lots Pte Ltd to reproduce and otherwise use the business/service/product described in all documents submitted in relation to the Services.

10.1.3 all statements, representations (including but not limited to pictorial representations) and references found in the advertisement are accurate and true and not defamatory of any person.

10.1.4 the information provided shall be legal, decent, honest and comply with the requirements of prevailing Singapore law and abide by the code of practice and advertising policies/conditions issued by Lots Pte Ltd and the Authorities from time to time.

10.1.5 nothing shall be included in the publication which shall/constitute a breach or infringement of any copyright, trademark, trade name, design, patent, know-how, any industrial property right or intellectual property right owned by any third party or be in any way illegal, scandalous or libelous and it will indemnify Lots Pte Ltd against any liability in respect thereof and shall pay all costs and expenses which may be incurred thereto.

10.1.6 it is solely responsible for and liable in respect of the content, accuracy and completeness of the Services, Lots Pte Ltd shall not bear any responsibility nor liability for any damages or losses whatsoever suffered or incurred by any party through the use of the information provided by the Services.

10.1.7 the individual who signs on his behalf is duly authorized to enter into this Agreement.

10.1.8 it shall be solely responsible for notifying Lots Pte Ltd and the telecommunication company prior to the stipulated deadline, by written notice of any change pertaining to its details already listed with the telecommunication company and all matters relating or incidental to the telecommunication company with whom it has subscribed. Lots Pte Ltd shall not be responsible for all matters arising in relation to the service provided by the telecommunication company and in particular arising as a consequence of any change of the telecommunication company which it shall not have notified Lots Pte Ltd.

11. LIMITATION OF LIABILITY AND INDEMNITY

11.1 Except as expressly stated herein, (a) Lots Pte Ltd grants no other warranties relating to provision of the Services & all other conditions, warranties, stipulations or other statements whatsoever, whether express or implied, by statute at common law or otherwise howsoever, relating to the Services, are hereby excluded; in particular (but without limitation to the foregoing), Lots Pte Ltd grants no warrants regarding the fitness for purpose, performance, use, quality or merchantability of goods that may be provided hereunder (if applicable), whether express or implied, by statute at common law or otherwise howsoever; & (b) no claim shall be made against Lots Pte Ltd in respect of any rejection, delay, inaccuracy arising from amendment of the advertisement or the Services or rescheduling of the Publication on Date and Lots Pte Ltd shall not be subjected to any liability for any costs expenses or claims, damages or losses to Advertiser or to any third party resulting from any reason or cause howsoever and whatsoever arising under this Agreement (except in the case of personal injury & death resulting from negligence) including but not limited to omission to publish the advertisement on the Publication Date due to the unavailability of space or otherwise, non-transmission (due to the failure or breakdown of Lots Pte Ltd system or otherwise) nor non-receipt of any message through the Services whether the same, shall arise from accident, omission, negligence or any other act of Lots Pte Ltd, their employees or agents.

11.2 Subject to Clause 4.1.3, the total liability of Lots Pte Ltd for any error, misprint or omission shall not exceed the amount of a full refund of any price paid to it for the particular advertisement in connection with which liability arose or the cost of a further or consecutive advertisement of a type and standard reasonably compared to that in connection with which liability arose.

11.3 The Advertiser hereby irrevocably and unconditionally undertakes to keep Lots Pte Ltd fully indemnified against all and any losses, damages (consequential, direct or indirect), liabilities, fines penalties, cost and expenses which may be sustained or incurred or suffered by Lots Pte Ltd howsoever arising, whether by itself or with the intervention of other causes, from the publishing/broadcasting of the Services or enforcing Lots Pte Ltd ' rights under this Agreement.

12. GOODS & SERVICES TAX

12.1 All prices quoted shall be exclusive of Goods and Services Tax ("GST") and the Advertiser shall be liable for any GST at the prevailing rates prescribed by the laws of Singapore.

13. ASSIGNMENT

13.1 Lots Pte Ltd shall be entitled without prior written consent of the Advertiser to assign, transfer, dispose, sub-contract or in any manner make over the benefit and/or burden of this Agreement to an Affiliate or to any company which it may merge with or to any company to which it may transfer its assets and undertaking to, provided that such Affiliate or other company undertakes and agrees in writing to assume, observe and perform the rights and powers and/or duties and obligations of Lots Pte Ltd under this Agreement being assigned transferred or otherwise made over,

13.2 This Agreement shall be binding upon the successors and assigns of parties and the name of a party appearing herein shall be deemed to include names of its successors and assigns provided always that nothing shall permit any assignment by either party except as expressly provided.

14. MISCELLANEOUS

14.1 Clauses 10 and 11 shall survive termination of this Agreement.

14.2 Lots Pte Ltd shall not be liable to the Advertiser for anything which may constitute a breach of this Agreement due to circumstances beyond its reasonable control including but not limited to acts of God, infectious diseases, epidemic, war (declared or undeclared), acts of terrorism, acts of governments, hostilities between nations, strikes, boycotts, lockouts, industrial and labour disputes.

14.3 No failure or delay on Lots Pte Ltd ' part to exercise any right of remedy under this Agreement will operate as a waiver of such right or remedy. Nor will any single partial exercise of any right add remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy. Any waiver by Lots Pte Ltd of its right or remedy of any breach by the Advertiser shall be in writing and may be given subject to such terms and conditions as it deems fit and is effective only for the specific purpose for which it is given.

14.4 Any Notice given by Lots Pte Ltd shall be in writing and may be delivered personally or by ordinary mail or by registered post or by facsimile or by electronic mail to the Advertiser. Notice will be deemed given 2 days after posting the same by way of ordinary mail to the address of the Advertiser stated in the Insertion Order or that last notified in writing by the Advertiser or upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the Advertiser after posting the same by registered post to the Advertiser's address as aforesaid, in the case of facsimile, deemed given upon the date of transmission and to the facsimile number last notified by the Advertiser and in the case of electronic mail, deemed given after the mail leaves the information system of Lots Pte Ltd and recorded in the information system of Lots Pte Ltd.

14.5 This Agreement is an entire agreement and supersedes any conditions, warranties, representations express or implied not contained herein. If any clause herein shall be found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The parties agree to attempt to substitute any invalid and unenforceable provision with a provision that achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable clauses.

14.6 Lots Pte Ltd reserves the right and without notice to impose such further terms and conditions and changes to this Agreement as it may in its discretion deem fit. The Advertiser's continued use of the Services shall be deemed to be acceptance of the amendment or changes. Notice of amendments or changes to this Agreement shall be deemed given to the Advertiser by posting notice by ordinary mail, registered post, facsimile & electronic mail in the manner

set out in Clause 14.4 and the Advertiser shall be bound by any amendments or changes to this Agreement from the date as determined by Lots Pte Ltd or if no date is specified, from the date of such posting, date of such transmission by facsimile and date of such sending of electronic mail. The terms and conditions herein are applicable so long as the Services are utilized notwithstanding that no Advertisement Charges are payable for the same.

This Agreement is governed by the laws of Singapore & the parties agree to submit to the non exclusive jurisdiction of the Singapore courts. Without prejudice to Lots Pte Ltd ' right to serve process in any other manner permitted by law, Lots Pte Ltd may effect service on the Advertiser of any writ, summons or other process or documents by leaving it at or sending it by ordinary post to the Advertiser's last known address (whether to a post office box or to a place of residence or business or otherwise). Such process shall be deemed validly served on the Advertiser immediately, if so left, or on the day immediately following the date of dispatch, if sent by post and the Advertiser agrees that the Advertiser shall be deemed to have adequate and sufficient notice of such process).

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of its terms this might otherwise be interpreted to confer such rights to such persons. No consent of any third party is required for any variation or termination of this agreement.

15. **What is unacceptable content?**-As part of our commitment to provide the highest quality online experience, we may not accept ads containing or relating to certain products or services. These products or services include, but are not limited to, those covered in the policies listed below. Lots Pte Ltd reserves the right to reject or remove any ads at its discretion at any time.

Alcohol-We will not accept sites that sell, facilitate the sale or promote the sale of alcoholic beverages.

Beating Drug Tests - We will not accept ads for sites that appear to facilitate the evasion of drug laws, such as sites promoting ways to "beat" a drug test.

Bypassing Copyright Protection-We will not accept ads for sites that offer or promote software that bypasses copyright protection.

Cable Descramblers-We will not accept ads for sites offering products that descramble cable and satellite signals in order to get free cable services.

Counterfeit Products-We will not accept ads for sites that offer counterfeit, fake or bootleg products.

Defamatory, Libelous, Threatening-We will not accept ads for defamatory, libelous or threatening sites. If the discussion contains racial or religious epithets, advocates doing physical harm to people or their property, or if it is unquestionably false on its face, we may decline such sites. We may also decline sites that advocate against any individual or group.

Drugs-We will not accept ads for sites that appear to facilitate the distribution, use or cultivation of illegal substances, substances of questionable legality or substances whose primary purpose seems to be recreational mind alteration.

Fake IDs-We will not accept ads that offer fake IDs or education transcripts.

Online Gambling-We do not accept sites that have online gambling as their central theme. Among such sites are those that accept wagers or require payment in exchange for the chance to win prizes, as well as sites that offer both information and links related primarily to the promotion of online gambling. If it comes to our attention that a site is soliciting users to participate in online gambling (including, without limitation, through email correspondence with users), we will terminate that site's listing.

Prostitution-We do not wish to be associated with ads, sites or keywords that suggest the availability of prostitution services.

Suffering and Violence-We will not accept ads for sites that advocate, glorify or promote the following: Rape, Torture, Human cannibalism, Terrorism, Nazism and Fascism, Violence, Suicide and Euthanasia, Revolution and Revisionism

Tobacco-We will not accept sites that sell, facilitate the sale, or promote the sale of tobacco products.

Traffic Tickets-We will not accept ads for sites that offer products or promote ways to evade traffic tickets.

Weapons-We will not accept sites that sell, facilitate the sale or promote the sale of any firearms, paintball guns and air rifles, ammunition or integral parts for these weapons, as well as martial art and self defense weapons. We also will not accept sites that offer combat style knives or concealed/disguised blades.

Lots Pte Ltd

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