

Taipei Nangang Exhibition Center, Hall 1 Conference Room Lease Rules

2015.06.29

1. The Rules are designed by the Taiwan External Trade Development Council (TAITRA, Party A) in order to regulate the leasing of the Conference Rooms on the 4th and 5th floor of Taipei Nangang Exhibition Center, Hall 1 (the Conference Rooms). The Lessee (Party B) is encouraged to study the Rules and relevant documents in details before leasing. Both Parties agree to follow every article in the Agreement signed.

2. The Conference Rooms, when not occupied by Party A, may be leased to organizations as stated in article 3 for commercial and trade related activities.

3. Only organizations stated below may apply to lease the Conference Rooms:

- 1) Professional and industrial associations,
- 2) Organizers and exhibitors of exhibitions, product launches and seminars held in the Hall,
- 3) Government agencies and other agencies certificated by the Ministry of Economic Affairs,
- 4) Domestic and foreign companies and organizations.

4. Venues available for leasing:

1) Venues available for leasing include the 401, 402, 403, and 404 Conference Rooms located on the 4th floor as well as the 501, 502, 503, 504 and 505 Conference Rooms on the 5th floor of Taipei Nangang Exhibition Center, Hall 1, and the relevant facilities. The actual range and items leased to Party B are based on what Party A states in the "Taipei Nangang Exhibition Center, Hall 1 Conference Room Application Form" and "Rental Rates and Application Form for Congress System for Taipei Nangang Exhibition Center, Hall 1".

2) To facilitate the appropriate use of the Conference Rooms, Party A may make appropriate adjustments and changes on the space and items leased under the basis of not interfering with the events held by Party B. Party A shall return the fee difference due the aforementioned adjustment without interest, and is not responsible for any indemnity.

5. Leasing procedure and the validation of the agreement:

1) When Party B consults with Party A upon the status of the venue based on the event to be held the quotation and reply from Party A is only for reference. Only the formal written agreement letter from Party A represents a legal commitment.

2) Party B shall fill-in the "Taipei Nangang Exhibition Center, Hall 1 Conference Room Application Form" (Appendix 1) provided by Party A and submit the application.

3) The lease application is considered completed after Party A confirms with the agreement letter. The Agreement is considered validated after Party B pays the lease fee within the agreed time period.

6. Lease fee and other charges:

1) The lease fee stated in the "Taipei Nangang Exhibition Center, Hall 1 Conference Rooms Rental Rates" (Appendix 2) includes the cost for air conditioning, regular indoor lighting

and basic cleaning. The costs for booth space cleaning and removal of sizeable waste due to prior decoration as well as cleaning-up are not included.

2) The amount of lease fee charged for lease space and facility is based on the agreement letter from Party A to Party B. Any changes shall be calculated according to the fee stated in the "Taipei Nangang Exhibition Center, Hall 1 Conference Rooms Rental Rates" that comes into effect at the time of the changes.

7. Payment:

1) Party B shall pay the lease fee stated in the agreement letter from Party A before the due date.

2) Additional charges shall be paid before the end of the event.

8. Changes of Events:

If Party B needs to cancel or reschedule the event or make changes in the leased space, written notice must be sent to Party A. Changes can only be made after being approved by Party A. Article 9 shall be applied when there is difference on fees due to the changes. Otherwise Party B shall pay the fee based on the original lease agreement. Party B may apply to reschedule the event only once, and the new event date shall be within three months prior to or after the original date.

9. Lease fee claiming and refunding:

1) When Party B applies for changes on the event according to article 8, the fee paid or the difference shall be treated in the following ways:

a) If the application is delivered to Party A two months prior to the original date of the event, the fee paid shall be returned in full without interest.

b) If the application is delivered to Party A within one to two months prior to the original date of the event, only the fee for the part of venue which is afterwards leased by a third party shall be returned to Party B in full without interest. The fee paid for other areas shall not be returned. Facility rental fee and other charge for usage shall be returned to Party B in full without interest.

c) If the application is delivered to Party A less than one month prior to the original date of the event, Party A shall keep 50% of the fee paid. The remaining 50% of payment shall be returned without interest if the space can be leased to a third party. If Party A can't lease out the said space in the allotted time, then Party A will keep all payment. Facility rental fee and other charge for usage shall be returned to Party B in full without interest.

2) If Party B submits the lease application within one month prior to the event and later on applies for cancellation, the procedure for payment return shall be based on 1-c of this article.

3) In case of natural disasters and major events that prevent the Conference Rooms from being used, Party A shall return the fee paid in full to Party B without interest. Party A is not responsible for any indemnity.

10. Notification and execution of the activity:

1) Party B shall submit the event program, conveying the name of the representative of Party B, floor plan and construction plan together with the application form for Party A to review.

2) The event to be held may not violate public order. Party B shall be responsible for the order at the venue and for ensuring the safety of visitors and participants.

3) Party B is requested to submit the event program to the government authority for approval prior to the scheduled date of event, and take all legal responsibilities. Party B may not include Party A as the organizer, co-organizer or sponsor of the event without prior written agreement from Party A.

4) Before receiving the agreement letter from Party A for leasing the Conference Room, Party B shall not publicize the event with the venue indicated. If any event of incident occurs, Party B shall be responsible for all losses on both parties.

11. Limitation on the use of the Conference Rooms:

1) The two forms attached to this regulation, namely "Taipei Nangang Exhibition Center, Hall 1 Conference Room Application Form" and "Taipei Nangang Exhibition Center, Hall 1 Conference Rooms Rental Rates" are considered part of the Agreement and bear the same legality. Party B is requested to study thoroughly and obey all terms. Any violation shall be viewed as a breach of contract.

2) Party B shall follow the limitation on the maximum amount of people allowed in each Conference Room as stated in the "Taipei Nangang Exhibition Center, Hall 1 Conference Room Application Form". If the number of attendee exceeds the maximum, Party A shall prohibit, or declare the cancellation of the event if necessary, to ensure public safety. Party B may not claim for any indemnity.

3) Party B must lease all relevant in-house services from Party A, including internet services. Only with the approval from Party A can Party B bring in its own equipment.

4) Without written approval from Party A, Party B and the attendees of the event are prohibited from holding activities irrelevant to the event.

5) Party B shall not lease, lend or share the complete or part of the leased venue to a third party without prior written agreement from Party A.

6) Party B must state its full title on all documents relevant to the activity held, including commercials, promotional items, DM, invitation letters, instruction boards, etc.

7) Retail is prohibited at the venue.

8) Children aged twelve years of age and under are not allowed to enter the Conference Rooms.

9) Prior approval from Party A is needed if Food & Beverage will be served inside conference rooms.

10) If extra partition is needed at the Conference Rooms, the maximum height of the partition is 2.5 meters on the 4th floor and 2 meters on the 5th floor according to fire control laws.

11) It is not allowed to hang or attach posters or DM materials on the ceiling. Only the back of the main stage may be used for such publicity materials and only large-headed pins are allowed. Party B shall not use any tape, Velcro tape, or stapler to attach any item on any wall. Party B shall be responsible for the removal of every item it attaches.

12) For matters not regulated in the above, Party B must inform Party A prior in writing and only proceed after approval.

12. Insurance:

Party B is encouraged to take out Product Liability Insurance and Third-Party Liability Insurance at its own expenses according to its needs. Party A shall not be liable for any incidents due to use of the Conference Rooms and can not involved in any cases of indemnity.

13. Responsibility for Loss Indemnity:

If any damage to the Conference Rooms and its facilities occurs due to Party B (including constructors) or the attendees of the event, whether deliberate or by accident, Party B and the individuals shall be responsible for indemnity.

14. Termination of the Agreement:

1) Party A may terminate the Agreement without prior notice if one of the following circumstances occurs:

a) Party B does not pay the fees on time, including fees for the Conference Room and relevant facilities, and other charges.

b) The event held by Party B is against government regulations.

c) Party B states Party A as the organizer, co-organizer or sponsor without prior written agreement from Party A.

d) Party B leases, lends or shares the complete or part of the leased venue to a third party.

e) The event held is obviously different from what is listed in the Agreement.

f) Party B does not properly utilize the Conference Rooms and does not accept the correction from Party A.

g) Other actions that violate this agreement.

2) Party A shall not return the fees paid for terminating the agreement due to any of the circumstances listed above.

15. Any change or amendment to the agreement shall be made in written form and be agreed by both parties to be affective.

16. The Agreement shall be governed by and construed in accordance with law for the time being in force with Taiwan, the Republic of China. Both Parties agree to submit to the jurisdiction of the Taipei District Court for the first trial.

17. Any written notice shall be sent to the following addresses:

Party A: Taipei Nangang Exhibition Center, Hall 1

Party B: As Party B states in the Taipei Nangang Exhibition Center, Hall 1 Conference Room Application Form.

18. For matters not regulated in these Rules, Party A may amend or update the Rules without notice.