

Rental Agreement for Exhibition Space - Terms, Conditions and Stipulations

THIS AGREEMENT is made effective on the date of acceptance by the Organiser, **CNM EVENTS MARKETING SDN BHD** of 79, Jalan Kenari 20, Bandar Puchong Jaya, 47100, Selangor, Malaysia, ("the Organiser") and is BETWEEN the Organiser of the one part AND the Exhibitor, whose name and particulars are as aforesaid ("the Exhibitor") of the other part and the Exhibitor shall include its servants, employees, agents, contractors, authorised representatives, related companies, business partners and associates, licensees and invitees.

1. AGREEMENT

1.1 The Organiser hereby agree to let out and the Exhibitor hereby agree to accept and take the aforesaid Exhibition Space ("the Exhibitor's Space") in the Perfect Lifestyle 2009 ("the said Exhibition") for the duration of the said Exhibition only upon the terms, conditions and stipulations contained herein below.

2. RENTS

2.1 The parties hereto hereby agree and undertake that the Exhibitor shall pay to the Organiser the total rents as aforesaid in the Exhibition Space Rental Agreement ("the Total Rents") for the Exhibitors Space in the said Exhibition.

3. PAYMENT OF RENTS

3.1 The Exhibitor hereby expressly and irrevocably agrees and undertakes to the Organiser that the Exhibitor shall:

- (a) Pay FIFTY per centum (50%) of the Total Rents ("the First Payment") to the Organiser simultaneously with the execution of this Agreement or before the Organiser can accept in writing the Exhibitor's rental of the Exhibitor's Space in the said Exhibition;
- (b) Pay the balance FIFTY per centum (50%) of the Total Rents ("the Second Payment") to the Organiser on or before the expiry of 1 September 2009, ("the Final Payment Due Date");
- (c) Pay the Total Rents in full to the Organiser in the event that the Exhibitor shall rent the Exhibitor's Space after the Final Payment Due Date;

3.2 The Exhibitor hereby expressly and irrevocably agree and undertake that the Organiser shall have the absolute right to reject the Exhibitor's rental of the Exhibitor's Space and to terminate this Agreement in the event that the Exhibitor shall fail, refuse and/or neglect to pay to the Organiser the Total Rents or any part thereof or any of the payments referred to in Clause 3.1(a), (b) and (c) hereof at any time before the commencement of the said Exhibition without any damages and/or compensation whatsoever to the Exhibitor PROVIDED ALWAYS THAT in such event the Exhibitor hereby expressly and irrevocably agree and undertake to indemnify and keep indemnified the Organiser against any claims, damages, loss, fines, penalties, summons, legal suits, cost and expense arising from the Exhibitor's non-compliance of Clause 3.1(a), (b) and (c) hereof.

4. ORGANISER'S RIGHT OF REJECTION

4.1 The parties hereto hereby expressly agree and undertake that the Organiser shall have the absolute right within its discretion to reject the Exhibitor's rental of the Exhibitor's Space at any time before the payment in full of the Total Rents without giving any reasons whatsoever to the Exhibitor.

5. DETERMINATION AND ALLOCATION OF EXHIBITOR'S SPACE

5.1 The parties hereto hereby expressly agree and undertake with each other that:

- (a) The Organiser shall have the absolute right in its discretion to determine the location and allocation of the Exhibitor's Space within the confines of the said Exhibition area in the manner as the Organiser shall deem fit and proper and the Exhibitor shall be bound by the Organiser's decision absolutely;
- (b) The Organiser shall have the absolute right in its discretion, subject to unavoidable circumstances, to change the location, to allocate or alter the size and dimensions of the Exhibitor's Space at any time before the commencement of the built-up or installation of structures, booths, stands, displays, showcase and any other mock-ups on the Exhibitor's Space without any compensation whatsoever to the Exhibitor and the Exhibitor shall be bound by the Organiser's decision absolutely.

5.2 The Exhibitor hereby expressly and irrevocably agree and undertake to the Organiser that the Exhibitor shall NOT in any way or manner whatsoever exceed the area of the Exhibitor's Space in the built-up or installation of their structures, booths, stands, showcase, displays and mock-ups for their products and/or services to be exhibited.

5.3 The Exhibitor hereby expressly and irrevocably agrees and undertakes to the Organiser that the Organiser shall have the absolute right in the Organiser's discretion:

- (a) EITHER to remove all structures, booths, stands, showcase, displays and mock-ups which are installed outside the Exhibitor's Space in any way or manner whatsoever without any notice to the Exhibitor and all cost and expense whatsoever incurred by the Organiser for such removals shall be reimbursed and paid by the Exhibitor absolutely;
- (b) OR to permit the Exhibitor to utilize the additional exhibition space PROVIDED ALWAYS THAT the Exhibitor shall expressly agree and undertake to pay the additional rents for the additional exhibition space to the Organiser immediately upon receipt of the Organiser's invoice for the additional exhibition space, failing such payment, the Organiser shall exercise their right under the provisions of Clause 5.3 (a) hereof.

6. CHANGE OF EXHIBITION PARTICULARS

6.1 The parties hereto hereby agree and undertake that the Organiser shall have the absolute right in its discretion to change or vary the dates, duration, program and/or venue of the said Exhibition, without the consent of the Exhibitor, subject to exceptional unforeseen circumstances and/or force majored events which may affect the said Exhibition in any way or manner whatsoever.

6.2 The parties hereto hereby agree and undertake that any changes or variations of the dates, duration, program and/or venue of the said Exhibition by the Organiser shall have to be implemented WITHIN THREE (3) MONTHS before the commencement of the said Exhibition ("the Variation Period"), FAILING WHICH, the Organiser shall WITHIN FOURTEEN (14) DAYS from the expiry of the said Variation Period refund all moneys paid towards the Total Rents to the Exhibitor without any interest and/or compensation whatsoever.

7. EXHIBITOR'S COVENANT TO ORGANISER

7.1 The Exhibitor hereby expressly and irrevocably agrees, undertake and covenant to the Organiser that the Exhibitor shall strictly comply with the following:

- (a) To exhibit and display their products and/or services in a proper and presentable manner;
- (b) To appoint competent and courteous personnel to manage the Exhibitor's Space;
- (c) To open the Exhibitor's Space to the public during all business hours of the said Exhibition;
- (d) Shall not to sub-let or under-let the whole or any part thereof in any way or manner whatsoever of the Exhibitor's Space without the prior written consent of the Organiser;
- (e) Shall not offer any form of advertising or promotional materials whatsoever outside the confines of the Exhibitor's Space;
- (f) Shall not install any form of sound amplification instrument to attract attention without the prior written consent of the Organiser;
- (g) Shall not provide food or beverages of any kind to the public without the written consent of the Organiser;
- (h) Shall not do or cause to do or omit to do any things which may become a hindrance or obstacle or interference with the work of the Organiser, its agents, contractors, servants, employees, licensee, invitee and any authorized representative;
- (i) To permit the Organiser, its agents, servants, employees, contractors and authorized representatives reasonable access to the Exhibitor's Space to carry out necessary works at all times during the said Exhibition;
- (j) To remove all the Exhibitor's installation, materials, waste and debris after the closing of the said Exhibition and to reinstate, strictly at the Exhibitor's own cost and expense, the Exhibitor's Space to the state when the Exhibitor first took possession thereof;
- (k) To exhibit and display only products and/or services specifically stated in this Agreement by the Exhibitor and the Organiser reserves the absolute right to remove any other products or exhibits which are not specified from the Exhibitor's Space without any compensation to the Exhibitor;
- (l) Shall not display any banners, billboards, bunting, flag lines or any other form of advertisement whatsoever without the prior written consent of the Organiser;
- (m) Shall not undertake, permit or display any sponsorship and/or promotions in any form or manner whatsoever without the prior written consent of the Organiser;
- (n) Shall not play, operate, exhibit, promote, display, advertise or sell any illegal or pirated software for music or other program during the said Exhibition;
- (o) Shall at all material times abide strictly to the rules and regulations issued by the Organiser at any time and from time to time, prior to and during the said Exhibition, failing which, the Organiser shall reserve the absolute right to terminate this Agreement without any compensation whatsoever to the Exhibitor and shall further reserve the absolute right to bar or prevent, with all lawful means, the Exhibitor, its servants, employees, agents, contractors, authorized representatives, licensee or invitee from entering into the premises of the said Exhibition;
- (p) Shall reinstate the Exhibitor's Space to its original state and condition at the close of the said Exhibition, failing which, the Exhibitor shall indemnify and keep indemnified the Organiser for all penalties, fines, damages, costs and expenses in reinstating the Exhibitor's Space to its original state and condition in the event that the Organiser, in its absolutely discretion, shall deem it necessary.
- (q) To provide two (2) pricing offers namely:
 1. Discounted pricing to public and,
 2. Additional special discount or offers on top of the public discounted price for all CIMB Bank Group card members.
- (r) Shall not permit, promote, display or operate any other bank promotions except for CIMB Bank Group's ONLY.

8. EXHIBITOR'S LIABILITY

8.1 The Exhibitor shall be strictly and absolutely responsible and liable for all public liabilities and shall maintain sufficient comprehensive insurance cover against all claims by third parties for any death or injuries to persons and properties and shall indemnify and keep indemnified the Organiser and Exhibition Hall Owners against any such claims.

8.2 The Exhibitor shall indemnify and keep indemnified the Organiser and Exhibition Hall Owners against all claims, demands, suits, summons, damages, cost and expense whatsoever arising from any death or injuries to person(s) who are visiting, examining and/or passing the Exhibitor's Space.

8.3 The Exhibitor shall be vicariously liable for the liability of their employees, servants, contractors, licensees, agents, invitees and exhibits in the said Exhibition.

8.4 All risks to the Exhibitor's exhibits and effects placed with the Organiser or at the Exhibitor's Space shall be on the Exhibitor absolutely. The Exhibitor shall fully insure, at their own costs and expense, all their exhibits against fire, theft, loss or damage during the whole duration of the said Exhibition.

8.5 The Organiser and Exhibition Hall Owners shall be discharged absolutely of all liabilities whatsoever for any theft, loss or damage of the Exhibitor's exhibits.

9. CONSTRUCTION AND DECORATIONS OF STAND

9.1 The Exhibitor is required to construct, decorate and dismantle their stand, displays, booths, mock-ups and any signboards and advertisements on dates set in the Exhibition Handbook.

9.2 The Exhibitor shall submit all technical specifications and drawings for any special designed stands, displays, mock-ups and booths to the Organiser for its written approval at least THIRTY (30) days before the commencement of the said Exhibition. All materials used in the construction and setting-up of the Exhibitor's stands, displays, mock-ups and booths must comply strictly with the fire-proofed requirements of the appropriate local authority's fire regulations.

9.3 Any damages caused by the Exhibitor and/or their contractors, servants, agents, employees, authorized representatives, invitees and licensees to other exhibitors' or common property shall be the absolutely responsibility and liability of the Exhibitor.

9.4 In the event that the Exhibitor shall require additional light fittings and electrical connections over and above that which is been provided, the Exhibitor shall order their additional requirements from the Organiser who will provide the necessary light fittings and electrical connections.

9.5 The Organiser reserves the absolute right to charge and invoice the Exhibitor for all electrical installations and stands, displays, mock-ups and booths which are not completed within the stipulated time period. The Organiser shall not guarantee electricity supply and service for stands, displays, mock-ups and booths, which are not completed within the stipulated time period.

9.6 The Exhibitor shall not be allowed to change, transfer or alter the location of the stand, displays, mock-ups and booth as stated and marked out in the Organiser Floor Plan for the said Exhibition.

9.7 The Exhibitor shall not be allowed to change, divert or alter the human traffic flow in the said Exhibition.

9.8 The appropriate fire authorities and the Organiser are absolutely authorized to restrict or disallow any exhibits or products demonstrations, which are potential fire hazards.

10. FAILURE OF SERVICE

10.1 The Organiser will use their best endeavour to ensure the supply of services. The Organiser shall not be held responsible for any losses, damages, costs, expenses or otherwise through lockouts, strikes, force majeure, civil disturbances, explosions, fire, tempest, national emergency, change in Government policies, war, labour disputes, inevitable accidents, or any other causes which are not within the control of the Organiser. Upon the happening of any such event, the Organiser's services shall cease to be available and the Exhibitor shall hereby expressly and irrevocably agree and undertake not to claim for any compensation or have their participation costs refunded or set-off in any way or manner whatsoever.

11. EARLY DETERMINATION OF AGREEMENT

11.1 The parties hereto hereby agree and undertake that the Exhibitor may determine this Agreement before the commencement of the said Exhibition PROVIDED ALWAYS THAT the Exhibitor hereby expressly and irrevocably agree and undertake to the Organiser that the Exhibitor shall compensate the Organiser for the following:-

(a) In the event that the Exhibitor shall determine this Agreement on or before the Final Payment Due Date, the Exhibitor shall pay compensation to the Organiser in the sum which is equivalent to SEVENTY per centum (70%) of the Total Rents, LESS any payments made by the Exhibitor to the Organiser towards the Total Rents; and

(b) In the event that the Exhibitor shall determine this Agreement after the Final Payment Due Date, the Exhibitor shall pay compensation to the Organiser in the sum which is equivalent to ONE HUNDRED per centum (100%) of the Total Rents, LESS any payments made by the Exhibitor to the Organiser towards the Total Rents.

12. TERMINATION

12.1 The parties hereto hereby expressly and irrevocably agree and undertake that the Organiser shall have the absolute right to terminate this Agreement by giving FORTY EIGHT (48) HOURS written notice to the Exhibitor, without any compensation whatsoever, in the event that the Exhibitor shall have breached or be in default of any terms, conditions and stipulations contained in this Agreement and upon such termination, save and except for the rights and remedies of the Organiser reserved hereto, the Exhibitor shall have no further claims whatsoever against the Organiser.

12.2 The Exhibitor hereby expressly and irrevocably agree and undertake to indemnify and keep indemnified the Organiser for all losses, damages, fines, penalties, summons, suits, cost and expense whatsoever arising from the Exhibitor's breach or default of any terms, conditions and stipulations contained in this Agreement.

13. CONFIDENTIALITY

13.1 All communications between the parties hereto or any of them and all information and other material supplied to or received by any of them from the others which is either marked "confidential" or is by its nature intended to be confidential and any information concerning the business transactions or financial arrangements of the parties hereto or of any person with whom any of them is in a financial relationship shall be kept confidential by the recipient unless or until the recipient can reasonably demonstrate:

(a) That it is or part of it is, in the public domain, whereupon, to the extent that it is public, this obligation shall cease; or

(b) It is required to be furnished by law and in such cases, this obligation shall cease only to the extent required under the respective circumstances.

13.2 The parties hereto shall procure the observance of the above mentioned restrictions and shall take all reasonable steps to minimize the risk of disclosure of confidential information, by ensuring that only their employees and the Directors and those whose duties will require them to possess any of such information shall have access thereto, and that they shall be instructed to treat the same as confidential.

13.3 The obligations contained in this Clause 13 hereof shall endure, even after the termination of this Agreement and shall continue to bind each party hereto, without limit in point of time except and until any confidential information enters the public domain as set out above.

14. NON-ASSIGNMENT

The parties hereto hereby agree this Agreement shall not be assign to any third party or parties.

15. NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the parties hereto for any purpose whatsoever.

16. TRANSACTIONS TO BE AT ARMS-LENGTH

All transactions between the parties hereto shall be on an arms-length basis.

17. WAIVER OF BREACH

No failure or delay on the part of the Organiser in exercising nor any omission to exercise any right, power, privilege or remedy accruing to the Organiser under this Agreement upon any default on the part of the Exhibitor shall impair any such right, power, privilege or remedy or to be construed as a waiver thereof or an acquiescence in such default nor shall any waiver or action by the Exhibition Secretariat in respect of any default or any acquiescence in any such default affect any right, power, privilege or remedy of the Organiser in respect of any other subsequent default.

18. SEVERANCE

If at any time during the continuance of this Agreement any provision, term, condition, stipulation, covenant or undertaking of this Agreement is or becomes illegal, void, invalid, prohibited or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, invalidity, prohibition or no enforceable without invalidating in any manner whatsoever the remaining provisions herein this Agreement.

19. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of Malaysia.

20. NOTICE

Any notice required to be given to the parties hereto in writing shall be given by sending the same by prepaid registered post, addressed to the party concerned at its address as is given in this Agreement or such other address as such party may have notified in writing to the other party, or facsimile transmission or telex followed by confirmation by prepaid registered post, addressed to the party concerned at its address as is given in this Agreement or at such other address as such party may have notified in writing to the other party. Any notice so given shall be deemed to have been served in the case of a notice sent by registered post, seven (7) days after the notice has been posted and in the case of a notice sent by facsimile transmission, on the day the transmission report show that the notice has been sent provided that the said notice is also sent by registered post.

21. SUCCESSORS BOUND

This Agreement shall be binding on the respective successors-in-title of the parties hereto.