

Lease Policy
of Taipei International Convention Center, TAITRA
(Effective as from May 25, 1999)

I. Policy

This Policy is set forth by TAITRA (the lessor, hereinafter referred to as "Party A") to provide guidelines in leasing the facilities and equipment of Taipei International Convention Center ("Center"). The lessee (hereinafter referred to as "Party B") must carefully read this Policy and other pertinent documents before signing. Both parties agree to perform all clauses and agreements stipulated in this regards.

II. Premises

- (1) The premises available for lease include the convention hall, conference rooms, exhibition areas and their related facilities and other designated spaces or facilities of the Center. The actual leased area or facilities are as described in the "Site Lease Agreement" ("Lease Agreement") executed by Party A.
- (2) Party A may reasonably adjust the leased area or facilities under the condition that the adjustment must not affect Party B' s on-premises activities, such as meetings, exhibitions and shows. Party B may not object.

III. Procedures

- (1) Party B is advised to make an inquiry of the premises that meet its needs; the responses or quotations made by Party A are for reference only and thus are non-binding before both parties execute a Lease Agreement.
- (2) Party B fills out a Lease Agreement provided by Party A as an offer.
- (3) On a case by case basis, Party A may require Party B to bring about a guarantor to guarantee the performance of the lease. Such a guarantor should be held jointly and severally liable for Party B' s non-performance or breach. Party A may require Party B to provide a copy of certificate of business license, if necessary.
- (4) Once the offer is accepted and indicated by Party A' s signing the Lease Agreement, it becomes immediately enforceable.

IV. Rent and Expenses

- (1) Rents for the leased premises ("Rents") should be paid in accordance with Party A' s "Site Rental List" and include expenses for air conditioning (exception for midnight due to maintenance for cooling system of air conditioner), general internal lighting, and basic cleaning except

for the refuse removal expenses incurred for cleaning the leased areas before or after the event.

- (2) Party B has to rent all audio and video equipment with Party A. Should Party B need to use optional facilities other than those provided by Party A as the standard facilities, or require Party A to provide additional workforce, Party B shall be borne with the incurred costs or expenses on its own, determined according to Party A' s pre-set fee list.
- (3) The Rents should be charged as stipulated in the Lease Agreement; in case of any decrease or increase, the changed portion should be calculated in accordance with the new "Site Rental List" .

V. Terms of Payment

- (1) Upon signing the Lease Agreement, Party B must pay 30% of the premises Rents or NT\$3,000, whichever is more, as a deposit ("Deposit"). Party B must pay the remaining balance at least one month prior to its scheduled use of the premises; but remaining balance for the Plenary Hall must be paid at least 3 months prior to its scheduled event.
- (2) Equipment fees and other surcharges must be paid at least three (3) working days prior to the contemplated use. All occasional fees must be paid off before the event is over.

VI. Event Schedule Changes

- (1) Party B must give prior written notice to Party A for any lease cancellation or term reduction by reason of event cancellation, rescheduling, or adjustments; failing to do so, Party B is held liable for the entire rent payments.
- (2) Once Party B cancels the lease in compliance with clause VI (1), the Deposit paid should be refunded according to the following rules:
 1. The notice of cancellation is received six (6) months prior to the scheduled event, the deposit will be fully refunded without interests. For lessee of Plenary Hall, the notice of cancellation is received nine (9) months prior to the scheduled event, the deposit will be fully refunded without interests.
 2. The notice of cancellation is received more than one (1) month but less than six (6) months prior to the scheduled event: if the site has been leased to a third party, the deposit will be fully refunded; otherwise, no refund will be given except for equipment fees or other surcharges (no interests). For lessee of Plenary Hall, the notice of cancellation is received more than six (6) months but less than nine (9) months prior to the scheduled event: if the site has been leased to a third party, the deposit will be fully refunded; otherwise, no refund will be given except for equipment fees or other surcharges (no interests).
 3. The notice of cancellation is given less than one (1) month: no deposit will be refunded; the remaining Rents paid will be refunded only after

the site has been leased to a third party for the same schedule; otherwise, there would be no refund for the Rents paid except for the equipment fees and other surcharges (without interests). For lessee of Plenary Hall, the notice of cancellation is given less than six (6) months: no deposit will be refunded; the remaining Rents paid will be refunded only after the site has been leased to a third party for the same schedule; otherwise, there would be no refund for the Rents paid except for the equipment fees and other surcharges (without interests).

4. In case of any reduction in areas or terms due to event changes, the above rules shall apply.
- (3) In the event of a natural disaster, emergency evacuation, threat to public safety, force majeure, or other reason wherein the venue must be recalled, Party A shall notify Party B of a change in rental period. If the rental period cannot be postponed to a later date, Party A shall refund payments already made by Party B without interest following receipt of Party B's written notice. Party B shall not object nor request compensation. Party B may not request cancellation solely based on government recommendations, however Party A may use government recommendations to determine whether or not to recall the venue.

VII. Event Proposal and Execution

- (1) Upon signing the Lease Agreement, Party B shall provide Party A an event proposal and information of the person in charge to facilitate the preparation work.
- (2) The event held by Party B should not go against public order or policy. While the event is taking place, Party B shall keep everything in order at the site and ensure the safety of all participants.
- (3) Party B shall obtain a prior approval for the event proposal from the competent authorities and take all legal responsibilities. Without Party A's written consent, Party B shall not list Party A as one of the event sponsors or co-sponsors.
- (4) Before signing the Lease Agreement, Party B shall not make any public announcement indicating that the event will be held at Party A's site. All damages to both parties caused by such an announcement should be borne by Party B.

VIII. Limits on Premises Use

- (1) Building Management Rules and its appendices, "Operational Procedures for Show Booth Decoration", "Operational Procedures for Stage Lighting and Audio/Video Set-up" and "Commitment of Operation Safety" are parts of the Lease Agreement and are enforceable as the same. Party B must carefully read these documents and fully comply with all requirements.
- (2) Party B must limit the number of participants to the maximum capacity of each site, indicated by the "Site Rental List". Party A may regulate the number of incoming participants when the number exceeds the maximum;

if necessary, Party A may halt the ongoing event for the sake of public safety. In such a case, Party B may not make any claim for damages.

- (3) Without Party A' s prior written authorization, Party B or any other participants shall not conduct any act irrelevant to the event.
- (4) Without Party A' s prior authorization, Party B shall not assign, or sublet the site in whole or in part to a third party.

IX. Insurance

In view of its actual needs, Party B must purchase a policy of third party liability and accidents. Party A is not liable for any damages or injuries, caused by accidents occurring on the premises, for which Party A is not responsible.

X. Liability

Party B or Party B' s contractors, agents or employees shall be held jointly and severally liable for any damages to the premises or equipment thereon intentionally or negligently caused.

XI. Termination

- (1) In any of the following events, Party A may terminate the Lease Agreement immediately without any prior notice:
 1. Party B fails to pay the Rents, equipment fees or other surcharges on time and fails to cure within a demanded period;
 2. The event held by Party B is against the law, which is shown by competent evidence;
 3. Without Party A' s consent, Party B publicly announces that Party A is the event sponsor or one of the event co-sponsors;
 4. Party B sublets or assigns the premises in whole or in part without Party A' s prior written consent;
 5. The event held is not materially the same as the one described in the Lease Agreement;
 6. There is any material breach of the Lease Agreement.
 7. Both Party A and Party B agree to terminate the Agreement and will be free of any claim or compensation, if Ministry of Economic Affairs ends the contract of Operation of Taipei International Convention Center with TAITRA.
- (2) In case that Party terminates the Lease Agreement by reason of any of the above, Party B is not entitled to any refund of the Rents, equipment fees or surcharges.

XII. Agreement Amendment or Modification

Any amendment to or modification of the Lease Agreement must be made in writing.

XIII. Jurisdiction

For any dispute or controversy arising under the Lease Agreement, both parties agree to submit to the jurisdiction of the Taipei District Court of Taiwan.

XIV. Notice

Any notice as required by the Lease Agreement must be delivered to the following address of each party:

Party A: No. 1, Sec. 5, Hsin-Yi Road, Hsin-Yi District, Taipei

Party B: the address shown on the Lease Agreement

XV. Business Contact Method

Party A hereby appoints the Center as its authorized business unit to negotiate and execute all affairs regarding the premises leasing.