

# TAITRA Taipei Nangang Exhibition Center, Hall 2 Exhibition Space Rental Contract (Exhibitions)

2023.10 Version

Contract Serial No. \_\_\_\_\_

## Article 1 Parties to the Contract:

Lessor — Taiwan External Trade Development Council (hereinafter referred to as “TAITRA”)

Lessee —

## Article 2 Venue to be rented

Taipei Nangang Exhibition Center, Hall 2 (hereinafter referred to as TaiNEX 2)

1F Exhibition Hall:  All,  Area P,  Area Q

4F Exhibition Hall:  All,  Area R,  Area S

Outdoor Space: 1F  Northern Area,  Western area,  Southern Area

Public Space: 4F  Corridor

## Article 3 Rental period

### I. Move-in:

From \_\_\_ am to \_\_\_ pm from \_\_\_/\_\_\_/\_\_\_\_ (MM/DD/YYYY) to \_\_\_/\_\_\_/\_\_\_\_ (MM/DD/YYYY) (for \_\_\_ days in total)

### II. Exhibition:

From \_\_\_ am to \_\_\_ pm from \_\_\_/\_\_\_/\_\_\_\_ (MM/DD/YYYY) to \_\_\_/\_\_\_/\_\_\_\_ (MM/DD/YYYY) (for \_\_\_ days in total)

### III. Move-out:

From \_\_\_ am to \_\_\_ pm from \_\_\_/\_\_\_/\_\_\_\_ (MM/DD/YYYY) to \_\_\_/\_\_\_/\_\_\_\_ (MM/DD/YYYY) (for \_\_\_ days in total)

## Article 4 Title of event: \_\_\_\_\_

I. The Lessee may not use the venue for purposes other than the aforementioned exhibition. The Lessee may not lend or sublet the right to rent the venue to others for exhibitions or other activities in any other manner.

II. The parties must confirm that each exhibition has no less than 60 booths. If the number of booths is less than 60, it will not be included in the applicant’s renting records. If the applicant wishes to change the exhibition title stated on the renting application, they must file an application 120 days prior to the start of the rental period. Late applications shall not be accepted. If the changed title of the exhibition differs from the industry of the exhibition in the original renting application, it will not be calculated into the applicant’s records under the same exhibition title. Regardless of whether the original applied exhibition is canceled

or whether the change of exhibition title has been recognized and accepted by the venue, all exhibitions must have no less than 60 booths. The organizer(s) shall comply with TAITRA's requests and require exhibitors to submit the Exhibition Application Form as evidence for the number of booths.

#### **Article 5 Venue rental**

The fees shall be calculated in accordance with the "TAITRA Taipei Nangang Exhibition Center, Hall 2 Exhibition Space Rental Fee Standards", including the rented renting venue, lighting, air conditioning (\*the applicant is required to apply for air conditioning during move-in and move-out periods and pay the fee), and use of public facilities. The Lessee shall pay the following fees to TAITRA by cashier's check, sight check, wire transfer, or cash:

- I. Deposit: 20% of the total rental fees amounting to NT\$\_\_\_\_\_ to be paid upon confirmation of the rental periods.
- II. Second Installment: 30% of the total rental fees amounting to NT\$\_\_\_\_\_ to be paid no later than 120 days prior to the start date of the rental period.
- III. Balance: 50% of the total rental fees amounting to NT\$\_\_\_\_\_ to be paid no later than 30 days prior to the start date of the rental period.

Total of I.II.III is : NT\$\_\_\_\_\_ (tax included).

- IV. The Lessee must pay the rental fee by the dates established in this Contract to rent the venue and cannot request a recalculation of the amount based on the actual area being utilized for any reason.
- V. The beneficiary of notes or the recipient's remittance account is: "TAITRA Taipei Nangang Exhibition Center, Hall 2".

#### **Article 6 Security deposit:**

- I. 10% of the total rental fees amounting to NT\$\_\_\_\_\_ to be paid no later than 30 days prior to the start date of the rental period.
- II. The balance of the security deposit shall be refunded without interest within 30 days after the exhibition, after deducting related fees and confirmation that all unresolved matters have been resolved. The Lessee may make deductions from the security deposit for fees resulting from the Lessee's failure to comply with the Contract, related regulations, and the terms in the attachments (including but not limited to fees incurred by TAITRA on behalf of the Lessee for cleaning, repair or employment of security personnel due to the Lessee's failure to timely remove display items, trash, waste or decorations from the exhibition halls; damage to the rented venue or equipment; and failure to implement crowd control at the venue in accordance with requirements), for additional fees, or any other fees that the Lessee fails to pay TAITRA. If the security deposit cannot cover the payable fees,

the Lessee shall pay the remaining amount within the period specified by TAITRA in its notice. Before the Lessee repays all outstanding fees, TAITRA may refuse its lease of any of the premises under its management to the Lessee.

#### **Article 7 Surcharges**

- I. If the Lessee applies for the supply of air conditioning during the move-in and move-out periods or an extension of the move-in and move-out or exhibition periods, or if the exhibition period is on a holiday (including statutory and National Holidays), the additional fees, nighttime move-out surcharges, shall be charged in accordance with the “TAITRA Taipei Nangang Exhibition Center, Hall 2 Exhibition Space Rental Fee Standards”.
- II. Two(multiple)-story booth usage fees: The fees shall be charged in accordance with the payment standards in Article 10.1.2.1.6 in the “TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations”.
- III. Booth exceeding 4 meters usage fees: The fees shall be charged in accordance with the payment standards in Article 10.1.2.2.5 in the “TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations”.
- IV. Promotional balloon fees: The fees shall be charged in accordance with the payment standards in Article 10.2.2.1 in the “TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations”.
- V. Cleaning fees for the exhibition hall: During the rental period in TaiNEX 2, the cleaning of the exhibition hall shall be conducted in accordance with Article 17 of the Contract.
- VI. The Lessee shall be solely responsible for its share of the water, electricity, and compressed air and the construction fees for water and electricity construction.
- VII. Temporary security fees: The hiring of temporary security personnel for the exhibition rental period of TaiNEX 2 shall be processed in accordance with Article 14.3 of the “TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations”.

#### **Article 8 Delay liabilities**

If the Lessee fails to pay any of the aforementioned fees in accordance with the terms of the Contract or the notice from TAITRA, the number of delayed days shall be calculated as calendar days starting from the day after the expiry. A punitive default penalty of 0.5% of the total amount of payable fees shall be imposed for each delayed day and the maximum amount shall be 15%. If the total default penalties exceed the

maximum amount or where the payment is delayed by 30 days, TAITRA may terminate the Contract at its sole discretion and shall not refund any collected fees.

**Article 9 Change of and cancellation of exhibition rental periods and exhibition areas**

- I. Cancellation of rental period and event area and changes to rental period days
  - (I) Cancellation of rental period: If the Lessee seeks to cancel a booked or arranged rental period or exhibition area, they must inform TAITRA in writing 120 days prior to the start of the rental period. In such a case, the lessee may request that the rental fees already paid (excluding the reservation security deposit) to be kept for use for the same exhibition next the following year or for a new exhibition. However, if there are no such events scheduled for the following year, the paid rental fees will not be refunded. If the Lessee fails to cancel the reserved or arranged time slot by notifying TAITRA within the specified time frame, TAITRA will not refund any fees already paid except for the deposit (not including the reservation security deposit).
  - (II) Change of event area: In the event that the lessee wishes to change the rented event area to another exhibition hall operated by TAITRA for reasons other than force majeure, they must notify TAITRA in writing and submit an application at least 120 days before the start of the rental period. If TAITRA approves the request, the rental fees already paid (excluding the reservation security deposit, which is non-refundable) will be applied to the same exhibition to be held in the new venue in the same year.
  - (III) Reduction in the number of exhibition booths: If the lessee wishes to reduce the number of exhibition booths they have applied for, they must notify TAITRA in writing at least 30 days before the start of the rental period, specifying the minimum number of booths they require in each area. Any canceled booths should be concentrated along the walls of the exhibition area or in the intersection area between the exhibition areas, and not scattered. If the lessee fails to provide written notice before the deadline, they will be charged the rental fee for the entire area. However, if TAITRA has approved the deduction of booths, after the exhibition, fees will be charged based on the actual number of booths used, and TAITRA will refund the fees paid for unused booths (excluding the security deposit).

Exhibition Halls:	Rental Fee			Security Deposit:
	Deposit	Second Installment	Balance	
TaiNEX 2 Areas P and Q on 1F	Calculated at 20% of the rental fee for the entire	Calculated at 30% of the rental fee for	Calculated at 50% of the rental fee for	Calculated at 10% of rental fee

Area R and S on 4F	area. <b>Non-refundable.</b>	the entire area.	the entire area.	for the entire area.								
		<p>After the expiration of the rental period, the refund will be calculated based on the ratio of the number of booths actually used by the Lessee to the total number of booths in the rental area.</p> <p>The maximum refund of the rental fees is listed below:</p> <table border="1" data-bbox="847 853 1273 1144"> <thead> <tr> <th data-bbox="847 853 1062 999">Year</th> <th data-bbox="1062 853 1273 999">Proportion of booth refunded</th> </tr> </thead> <tbody> <tr> <td data-bbox="847 999 1062 1048">2023</td> <td data-bbox="1062 999 1273 1048">10%</td> </tr> <tr> <td data-bbox="847 1048 1062 1097">2024</td> <td data-bbox="1062 1048 1273 1097">15%</td> </tr> <tr> <td data-bbox="847 1097 1062 1144">2024</td> <td data-bbox="1062 1097 1273 1144">15%</td> </tr> </tbody> </table>			Year	Proportion of booth refunded	2023	10%	2024	15%	2024	15%
Year	Proportion of booth refunded											
2023	10%											
2024	15%											
2024	15%											

(IV) Reducing rental period days: If the Lessee wishes to reduce the number of rental period days, the Lessee must notify TAITRA in writing 120 days before the start of the rental period. The deposit for the reduced days will not be refunded.

(V) If the revision is not made in accordance with the regulations outlined above, all rental fee payments will be non-refundable. TAITRA reserves the right to cancel a booked or arranged rental period and terminate the exhibition area rental contract between the parties.

II. If the Lessee fails to notify TAITRA before the deadline specified in Paragraph 1, the rental fees already paid will not be refunded.

III. Rent increase for the entire or partial exhibition areas

(I) Rent increase for the entire exhibition areas: If the Lessee has already rented 1 exhibition area (or more) and wishes to rent extra exhibition area (or more), the Lessee can apply to increase renting areas 120 days before the start of the rental period.

(II) Rent increase for partial exhibition areas: In the event that the Lessee has already rented one or more exhibition areas and desires to lease an additional partial exhibition area, they may submit an official application letter 120 days

before the rental period commences. The size of the additional leased area must be either 25%, 50%, or 75% of the number of booths in the original rented area.

(III) Change of the exhibition area: If the Lessee wishes to request a change to their exhibition area, they must do so in writing no later than 120 days prior to the start of the rental period. It's important to note that the deposit for the original exhibition area will not be refunded.

(IV) For the three above-mentioned circumstances, TAITRA will assess the availability of the area for lease based on the current rental period situation. Additionally, TAITRA must review and approve the layout of any additional booth space requested by the Lessee.

IV. In the event that the government's competent authority repossesses the land or building of the Exhibition Hall, the operational management relationship is terminated, or other factors beyond TAITRA's control prevent them from providing the entire or partial exhibition venue or equipment, TAITRA shall notify the Lessee in writing and offer alternative solutions or provide a refund for the paid fees (including rental fees and deposits), without interest, based on the ratio of the parts and periods unavailable to the Lessee. In such cases, TAITRA and the Lessee agree to unconditionally terminate the Exhibition Space Rental Contract without incurring any compensation liabilities towards each other.

V. If there is equipment or facility failure, natural disasters such as typhoons, earthquakes, floods, notifiable diseases, or any other force majeure incidents during the rental period (with "force majeure" defined as incidents that are beyond the parties' control, unavoidable despite reasonable efforts to prevent them, and affect the performance of all or part of this Contract), or if other uncontrollable factors beyond TAITRA's control cause the interruption or suspension of services such as air conditioning, elevators, escalators, lighting, or power supply, TAITRA will promptly conduct repairs. However, TAITRA shall not be held liable for any compensation in such circumstances.

VI. In the event of natural disasters such as typhoons, earthquakes, floods, notifiable diseases, or other force majeure events occurring during the rental period, provided that there are available rental periods. The Lessee may negotiate with TAITRA beforehand to implement the following measures:

(I) If there are changes to move-in and move-out periods due to force majeure factors (e.g., early move-in, later move-out, or extended working hours), no additional rental fees shall be charged. However, the Lessee shall be responsible for other fees incurred, such as cleaning or additional security personnel.

(II) The exhibition or move-out period may be delayed by one day without any additional rental fees.

**VII.** If natural disasters such as typhoons, earthquakes, floods, notifiable diseases, or other force majeure events occur during the exhibition period, resulting in administrative agencies announcing the cancellation of the business day, the Lessee has the authority to decide independently whether to proceed with the exhibition as planned. However, the Lessee must promptly notify TAITRA of its decision and inform participating vendors and the public through various media. **If the Lessee chooses to proceed with the event, it assumes all responsibilities for any damages or losses that may arise. In the event that TAITRA incurs any damage or losses, the Lessee shall be liable for indemnification or compensation.**

#### **Article 10 Applications for water, electricity, and compressed air**

Refer to Article 8 of the “TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations” for details regarding the applications and construction notices for water, electricity, and compressed air.

#### **Article 11 Pre-exhibition coordination meeting**

The Lessee is responsible for arranging a pre-exhibition coordination meeting with TAITRA 30 days prior to the opening of the exhibition. At this meeting, the Lessee must provide TAITRA with information regarding the booth floor plan in the leased area, the fire marshal plan, the traffic maintenance plan, the locations for entry and exit of move-in and move-out personnel, vehicles, and equipment, visitor entries and exits during the exhibition period, and any cleaning personnel hired for the rental period. The Lessee may only assign the booths or begin construction after TAITRA or the relevant competent authority completes the review.

#### **Article 12 Site configuration**

I. The Lessee is responsible for planning booth locations in accordance with TAITRA's standard floor plan while considering fire safety and evacuation routes. Before assigning booths, the Lessee must send the booth floor plan to TAITRA for approval. If the Lessee needs to deviate from the standard floor plan due to special reasons, it must submit an application in advance and receive approval from TAITRA before assigning booths and carrying out subsequent operations. Failure to comply with the approved booth floor plan during move-in and decoration, or failure to make necessary improvements upon request, may result in TAITRA exercising its right to compulsory removal, with expenses deducted from the

security deposit. In the event of severe violations, TAITRA may stop the exhibition or terminate the Contract.

- II. The Site Plan submitted by the Lessee shall meet regulations established for the TaiNEX 2. The Lessee shall comply with existing applicable laws and regulations (e.g., Construction Act and Fire Service Act).

### **Article 13 Plan for Traffic Maintenance**

- I. If the Lessee plans to organize a large-scale outdoor event on a public road, it must submit an application form and a traffic maintenance plan to the Taipei Government Department of Transportation in accordance with the "Regulations for Taipei Large Event Traffic Maintenance" at least three months before the exhibition or event start date. The Lessee must also attend the road traffic safety meeting as required by the notifications.
- II. If the Lessee plans to organize a non-large-scale outdoor event on a public road, it must provide information on the event and transportation to the local police department as notified by TAITRA and attend the road traffic safety meeting.

### **Article 14 Security maintenance**

To ensure the security, order, and quality of the event at TaiNEX 2, the Lessee shall regulate the number of visitors. The Lessee should refer to Article 14 of the "TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations" for matters regarding fire safety, security personnel, and air quality.

### **Article 15 Occupational safety and health and construction of the exhibition hall**

The Lessee should comply with the occupational safety and health and construction of the exhibition hall. Refer to Article 12 of the "TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations" for details.

### **Article 16 Conference room**

For detailed information on applying for and decorating conference rooms, please refer to Article 11 of the "TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations."

### **Article 17 Cleaning responsibilities**

- I. The Lessee shall bear the daily cleaning fee (including tax), which covers the cost of domestic waste disposal, cleaning supplies, and overtime pay. The fee does not include the disposal of interior decorations and will be deducted from the deposit.



- II. In case a non-contracted cleaner is hired for floor cleaning using large machinery or for cleaning paint off the floor that does not meet the requirements, and the Exhibition Hall needs to assign personnel to provide assistance after the event, the Lessee will be charged a cleaning fee.
- III. If the Lessee's booths primarily contain machinery, food, or woodworks or if the rented space is used for other purposes and requires additional personnel for cleaning, the Lessee will be responsible for the expenses incurred.

#### **Article 18 Ticket sales and retail**

- I. The Lessee must, with respect to its exhibitions and events, report and pay taxes to the taxation authorities. When issuing and selling admission tickets, the names of the exhibition or event, and the names of the organizer and joint organizer, must be clearly marked thereon.
- II. Exhibitions should involve primarily the display of products. If an exhibition requires retail sales, the Lessee should, in accordance with the rules, fill out the "TAITRA Exhibition Hall Participating Vendor Information Form" three days before the start of the exhibition period, and attach a list of participating vendors, before sending the vendor form to the Nangang Office, National Taxation Bureau of Taipei, Ministry of Finance, for tax reporting.
- III. The Lessee must provide guidance to participating vendors to issue uniform receipts when conducting on-site sales or receiving deposits. If failure to issue uniform receipts is found by the tax authorities to have occurred, the Lessee shall bear all responsibility.
- IV. If the products of a participating vendor are imported from abroad, the vendor must comply with the import procedures of relevant laws and regulations. If necessary, the Lessee may apply to pay for the use of TAITRA's bonded warehouse. TAITRA or its affiliated entities shall not be named as the consignee on products imported by the Lessee and participating vendors.
- V. If participating vendors sell such items as dining vouchers, hotel vouchers, or gift certificates during the exhibition, the vendors must process such sales in accordance with relevant laws and regulations, and the Lessee must also require the participating vendors to provide performance guarantees in accordance with the law.

#### **Article 19 Lessee's Obligations**

- I. Decoration
  - (I) If the Lessee or its partner vendor needs to work beyond the normal hours, they must submit an official application to TAITRA before 4 pm on the same day. The Lessee shall be responsible for paying all rental fees associated with

overtime.

- (II) If the Lessee plans to set up a temporary structure at an outdoor site of the Exhibition Hall during the rental period, it must obtain approval from TAITRA and apply for the necessary operations with the Department of Urban Development of Taipei City Government in accordance with the “Taipei City Exhibition and Performance Temporary Building Management Regulations”.

## II. Other obligations

- (I) The Lessee is responsible for ensuring order, public safety, and maintaining a healthy environment both inside and outside the venue. If TAITRA identifies any potential damage to the facilities at TaiNEX 2 or public safety concerns, the Lessee must take immediate corrective actions as requested by TAITRA, and must cooperate fully with TAITRA.
- (II) The Lessee is responsible for restoring the venue to its original condition at the end of the rental period and returning it to TAITRA by the agreed-upon deadline. If the Lessee fails to restore the venue by the deadline, TAITRA reserves the right to take necessary measures. If any items belonging to the Lessee are left behind at the venue, TAITRA will provide a written notice to the Lessee and dispose of the items at its sole discretion if no action is taken by the Lessee. The Lessee shall not object to TAITRA's decision, and any expenses incurred will be deducted from the security deposit. Refer to Article 15 of the “TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations” for more details.
- (III) The Lessee must adhere to the approved capacity of TaiNEX 2 during the planning phase of the event to ensure order and safety within the venue. During the event, the Lessee shall also be responsible for monitoring crowd control within the venue. For further details regarding management standards, please refer to Article 14.1 of the “TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations”
- (IV) The Lessee is responsible for conducting a thorough review of the eligibility of participating vendors, including their company registration and current business situation, as well as the contents displayed. It is strictly prohibited to display inconsistent exhibition themes, false country-of-origin labeling, violation of the law, obstruction of public order and morals, or display counterfeit goods. The Lessee and violators shall be held liable for any legal violations and will be jointly responsible for compensation.

- (V) If TAITRA intends to capture videos for record-keeping or promotional purposes, it must obtain permission from the Lessee prior to filming. The request can be made during the coordination meeting or before entering the event venue. If the Lessee approves, TAITRA may proceed with filming. Alternatively, the Lessee may provide suitable event photos for reference and use.

#### **Article 20 Liability for damages and compensation**

- I. If the facilities or equipment of TaiNEX 2 or a third party are damaged during the rental period due to any deliberate action or negligence of the Lessee (including its employees and contractors) or individuals invited by the Lessee, the Lessee and the individual shall be jointly liable for compensation.
- II. If the Lessee violates any of the regulations stated in Articles 14.2, 14.3, 14.4, 14.5.9, 14.5.10, or 14.5.11 of the "TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations" or public safety and fire safety regulations, which results in a public safety accident, fines imposed on TAITRA by a fire safety authority or penalties imposed by the competent authority for violating "air quality control" regulations established by the competent authority, the Lessee shall be liable to compensate for the losses and pay the penalty.
- III. If a violation of Article 12 of the "TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations" result in casualty or property loss, the Lessee and its subcontractor shall bear sole responsibility and the Lessee shall jointly liable for compensation.

#### **Article 21 Insurance**

- I. To ensure safety, the Lessee is required to obtain adequate public liability insurance that covers accidents related to indoor and outdoor signs, design or decoration structures, stages, exhibition items, elevators/escalators, as well as any death, injury, or loss of property caused by such accidents during the rental period specified in Article 3 of the Contract (including move-in and move-out periods), taking into account the type of exhibition, range of uses, scale, and expected number of visitors. The insurance policy should comply with the minimum insured amount prescribed in the Taipei Commercial Property Compulsory Public Accident Liability Insurance Implementation Regulations. The Lessee must provide TAITRA with a copy of the insurance policy for record keeping at least 7 days prior to the move-in period.
- II. The Lessee and exhibitors are required to purchase fire, theft, and water damage insurance to cover any property loss, injuries or deaths, or negative impact on

activities in other areas caused by their exhibits, booths, indoor and outdoor signs, design or decoration structures, lighting, speakers, video walls, special effects, decorations, and advertisements. Insurance should also cover damages caused by natural disasters such as typhoons, earthquakes, floods, and heavy rain. A photocopy of the insurance policy must be sent to TAITRA for record keeping at least 7 days before the move-in period.

## **Article 22 Breach of Agreement Handling**

If the Lessee violates any of the terms of the Contract and fails to rectify the situation within a reasonable period of time as stated in TAITRA's written notice, or if any of the following conditions occur, the Lessee shall be liable for compensation and TAITRA may terminate the Contract and immediately revoke the Lessee's right to use the venue. The fees paid by the Lessee will not be refunded:

- I. TAITRA has evidence that the exhibition organized by the Lessee violates laws and regulations.
- II. The exhibition contents obviously contradict those specified in the Rental Contract.
- III. The Lessee violates the regulations in the "TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations".

## **Article 23 Information security**

- I. The Lessee shall make every effort to maintain information and communication security and shall cooperate with TAITRA in complying with all obligations arising under the Information and Communication Security Administration Law, its relevant subsidiary laws and all information and communication security regulations and standards issued by the authorities. If the Lessee becomes aware of an information and communication security incident involving TAITRA or the Lessee, the Lessee shall notify TAITRA within half an hour and take immediate emergency action and cooperate with TAITRA's appropriate procedures.
- II. If the business of the Lessee involves matters related to information and communication software, hardware or services and the competent authority publishes the list of vendors and products that pose a threat to national information and communication security in accordance with the principles for restricting the use of products that threaten national information and communication security by the authorities, the Lessee shall not use the products produced, developed, manufactured or provided by such vendors, as well as the products included in the aforementioned product list. The same applies to adjustments or changes to the list.
- III. If the Lessee uses devices such as electronic scrolls, electronic screens or other

means to publicly disseminate content, the Lessee must ensure that the content does not violate laws, morality or social order. If inappropriate content is maliciously inserted by hackers, the Lessee must immediately stop the broadcast and report and handle the incident in accordance with this clause.

- IV. If the Lessee violates the provisions of this clause and TAITRA suffers any damage as a result, the lessee must compensate TAITRA for any direct or indirect damage. If this affects the rights of third parties, the lessee shall also be solely liable. The Lessee is allowed to use the corridors of the floors in the leased areas for opening ceremonies without charge. However, they must submit an application in advance and are only permitted to decorate the area one day prior to the event. The Lessee must also remove the decorations and return the area to its original state on the same day after the event ends. For activities other than opening ceremonies that require decoration and removal outside of the designated hours, the Lessee will be charged according to the rates stipulated in the "Space Rental Rate Standards of the Taipei Nangang Exhibition Center, Hall 1 and Hall 2".

#### **Article 24 Others**

- I. The Lessee is allowed to use the corridors of the floors in the leased areas for opening ceremonies without charge. However, they must submit an application in advance and are only permitted to decorate the area one day prior to the event. The Lessee must also remove the decorations and return the area to its original state on the same day after the event ends. For activities other than opening ceremonies that require decoration and removal outside of the designated hours, the Lessee will be charged according to the rates stipulated in the "Space Rental Rate Standards of the Taipei Nangang Exhibition Center, Hall 1 and Hall 2".
- II. If two or more Lessees organizing exhibitions apply for the use of the exhibition hall's public facilities, corridors, and VIP lounge for the same time period, TAITRA will arrange for them to share the use of these facilities. If it is not possible to share, TAITRA will coordinate and determine the methods and time periods of use.
- III. If the Lessee files an application in advance and obtains approval, they can use one VIP room on the leased floor during the exhibition for free to receive VIP guests. However, for any other purposes or periods of use, the Lessee shall be charged for the room as per the rates specified in the "Space Rental Rate Standards of the Taipei Nangang Exhibition Center, Hall 1 and Hall 2".
- IV. The Lessee shall hold TAITRA harmless against any liability arising from any contract or agreement between the Lessees or between the Lessee and any third party. The negotiation, contract signing, and collection or refund of exhibition fees between the Lessees shall be deemed authorized by the other party. Any

agreement reached between TAITRA and any representative of the Lessees shall apply to all Lessees.

- V. TAITRA has rented the venue to the Lessee according to the terms and conditions specified in this Contract. However, TAITRA reserves the right to rent other venues it owns to a third party for organizing exhibitions identical or similar to the Lessee's exhibition during the same rental period or an adjacent or close period, based on the principles of a free market mechanism.

#### **Article 25 Contract attachments**

- I. Before signing this Contract, the Lessee shall carefully read the "TAITRA Taipei Nangang Exhibition Center, Hall 1 and 2 Exhibition Space Rental and Operational and Technical Regulations" and related attachments which are published on the Nangang Exhibition Center website (URL: <https://www.tainex.com.tw/venue/app-exhibition/2>].  
By signing the Contract, the Lessee agrees to comply with the related regulations and acknowledges that they are an integral part of the Contract and enforceable as such. TAITRA reserves the right to amend these regulations and attachments, which shall become effective upon publication on the aforementioned website. The parties agree that the amended contents shall prevail, and any violation of these regulations shall be deemed a breach of this Contract.
- II. TAITRA will require the Lessee to submit a comprehensive safety control plan that includes the deployment of security guards, paramedics, and staff based on the nature and specifics of the exhibition. Once TAITRA approves the safety control plan, it will be considered as the Lessee's Letter of Undertaking and will be included as an integral part of this Contract.
- III. Any letters of undertaking or affidavits signed by both TAITRA and the Lessee pertaining to the exhibition shall be considered an integral part of this Contract and shall have the same legal force as the Contract itself. Any breach of the terms contained in the undertaking or affidavit by either party shall be considered a breach of this Contract.

#### **Article 26 Termination of Contract**

- I. If a party to this Contract files a petition for settlement or has a petition filed against them for settlement under the Bankruptcy Law, files for or declares bankruptcy, liquidates, restructures, discontinues operations, or is marked as a dishonored account by any financial institution, the other party may terminate the Contract by providing written notice, regardless of whether they were previously aware of these details or not.
- II. If the Lessee fails to perform its obligations as specified in the Contract or is

unable to perform them due to reasons attributable to the Lessee, and the Lessee does not complete the necessary improvements within the period specified in TAITRA's written notice, TAITRA may terminate the Contract before its expiration.

- III. Upon termination of this Contract, both parties shall remain responsible for fulfilling their respective rights, responsibilities, and obligations arising from the performance of this Contract before its termination.

#### **Article 27 Contract Amendment**

Any alteration or addition to this Contract, or any matters not explicitly stated in this Contract, must be made in writing and require the prior consent of both parties.

#### **Article 28 Interpretation of this Contract and Jurisdiction over Disputes**

- I. If there are any matters not covered in this Contract, or if there are issues related to the interpretation of its contents that may affect the implementation of this Contract, the parties agree to make every effort to reach a mutual agreement and settle any disputes in accordance with the principles of good faith and trust, as well as the applicable laws and regulations of the Republic of China.
- II. If the parties are unable to settle the dispute after making their best efforts to coordinate, they agree to submit to the jurisdiction of the Taipei District Court in Taiwan as the court of first instance.
- III. The parties agree that the governing law for this Contract is the Law of the Republic of China.

#### **Article 29 Personal Data Protection Clause**

If the Lessee collects, processes, or uses personal data and files (as defined in Article 2, Paragraph 1 of the Personal Data Protection Act) for an event specified in this Contract, the Lessee shall adhere to the relevant regulations of the Personal Data Protection Act and assume full responsibility. TAITRA may also require the Lessee to sign the "Personal Data Protection Letter of Undertaking."

#### **Article 30 Possession of the Contract**

This Contract is prepared with two original copies and one duplicate copy. The parties shall each keep 1 original copy. TAITRA shall keep the duplicate copy for reference. In case of any divergence, the Chinese text shall prevail.

#### **Article 31 Effective date of the Contract**

The Contract shall be enacted and effective starting from the date of execution by both parties.

Lessor: Taiwan External Trade Development Council  
Authorized Representative: Wang, Hsi-Mong  
Address: 6F, No. 333, Keelung Road Section 1, Taipei City

Lessee: \_\_\_\_\_ Institutional Seal:  
Authorized Signatory: \_\_\_\_\_  
Authorized Signatory Signature or Seal:  
Address: \_\_\_\_\_  
Unified Business Number:

\_\_\_\_\_(Year)\_\_\_\_(Month)\_\_\_\_(Day)