



Hiring Agreement Part B

Terms and Conditions

1. DEFINITIONS & INTERPRETATION

1.1 DEFINITIONS

The following definitions apply to Parts A and B of this Hiring Agreement.

Additional Services – means any additional services to be provided by Centre Management under this Hiring Agreement or in any other agreement between Centre Management and the Hirer.

Ancillary Charges – means the charges for the Additional Services set out in the Hiring Agreement.

Business Day – means a day other than a Saturday or Sunday or a public holiday in Kuala Lumpur.

Centre Management – means Convex Malaysia Sdn Bhd (585759-H) acting as agent for the Owner in relation to this Hiring Agreement.

Centre – means the Kuala Lumpur Convention Centre and any associated facilities and equipment.

Delegates – means all persons who attend at or enter on any part of the Centre for the Event, other than the Hirer's Representatives.

Estimated Costs – means any charges set out in an Event Order signed by Hirer (see clause 3.1(d)) for any services provided by or to be provided by Centre Management, and any expenses incurred or to be incurred by Centre Management at the request of the Hirer.

Event – The event to be held at the Centre during the Hiring Period as detailed in Part A of the Hiring Agreement.

Event Facilities – That part of the Centre that is being hired by the Hirer as detailed in Part A of the Hiring Agreement and depicted in schedule 1.

Event Fittings – Includes the structures to be erected, the products displayed, equipment and any other thing intended to be used in the Centre by the Hirer.

Event Guidelines – The Centre's guide on general safety guidelines, operational and procedural information relevant to any event held at the Centre and available at <http://bit.ly/eventguidelines>

Event Order – Has the meaning given to it by clause 3.1(c).

Final Costs – means the costs actually incurred by Centre Management in running the Event for all services provided by Centre Management, and all expenses incurred by Centre Management at the request of the Hirer.

Hirer – means the person or entity named in Part A of the Hiring Agreement.

Hiring Agreement – means the Centre's Hiring Agreement which includes Part A and Part B. These terms and conditions form Part B of the Hiring Agreement.

Hiring Fees – has the meaning given to it by clause 4.1.

Hiring Period – means the period in which the Hirer will use the Event Facilities as detailed in Part A of the Hiring Agreement.

Owner – means Kuala Lumpur Convention Centre Sdn Bhd (211750-M) and its successors and permitted assigns.

Patrons – means all persons who attend at or enter in any part of the Centre for the purpose of participating in an Event other than those persons involved in staging or organising the Event.

Representative – in relation to a person named in this Hiring Agreement, means the employees, officers, servants, agents, invitees, licensees, contractors and sub-contractors of that person and any person working under the direction or control of the first person.

Security Deposit – means an additional deposit which is required for exhibitions, or an event with an exhibition component.

Venue Hiring Fees – means the fees payable for the Event venue.

1.2 Interpretation

In this Hiring Agreement unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) reference to any legislation or any provision of any legislation includes any amendment, modification, consolidation or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments of, and regulations issued under the legislation;
- (c) other grammatical forms of defined words and expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, or schedule or annexure to, this Hiring Agreement and a reference to this Hiring Agreement includes its schedules and annexures;
- (e) words importing persons include firms, bodies corporate, unincorporated associations or authorities;
- (f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
- (g) an agreement, representation, warranty or indemnity given or undertaken by 2 or more persons binds each of them and is given jointly and severally;
- (h) headings are for ease of reference only and do not affect the construction of this Hiring Agreement;
- (i) a reference to an amount of money is a reference to the amount in the lawful currency of Malaysia;



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- (j) a reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words, figures or symbols in a permanent and visible form;
- (k) if any day appointed or specified by this Hiring Agreement for the payment of any money falls on a day which is not a Business Day the day appointed or specified is deemed to be the next Business Day; and
- (l) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Kuala Lumpur, Malaysia even if the obligation is to be performed elsewhere.

- (a) at Hirer's written request to Centre Management, by changing the way a requirement of this Hiring Agreement works, either in a particular case or generally. Centre Management can include conditions in such a case, and can reverse the changes if Hirer does not comply with the conditions. Changes to this Hiring Agreement will not take effect until Centre Management accepts the changes, issues a signed schedule 2 to this Hiring Agreement which sets out details of the change, and gives a copy of the schedule to Hirer; or
- (b) by written agreement between Centre Management and Hirer.

2. HOW THIS HIRING AGREEMENT WORKS

2.1 Terms and Conditions

This is Centre Management's terms and conditions for events held at the Centre and forms Part B of the Hiring Agreement.

2.2 How can this Hiring Agreement be entered into?

Without limiting the ways in which Centre Management and Hirer can enter into this Hiring Agreement, if Centre Management signs Part A of this Hiring Agreement and gives a copy of Part A to Hirer in person, by post, by facsimile, or by email then Hirer enters into this Hiring Agreement by signing Part A and sending it back to Centre Management in person, by post, facsimile or email.

By signing Part A of the Hiring Agreement, Hirer agrees to and will be bound by both Part A and Part B (Terms and Conditions) of the Hiring Agreement upon acceptance in accordance with this clause. The Hiring Agreement will be made at the time when Centre Management receives Hirer's acceptance.

2.3 Can this Hiring Agreement be changed?

Subject to the requirements of clause 2.4, Centre Management can, but only if it wants to, change this Hiring Agreement:

- (a) by agreeing to amend this Hiring Agreement; or
- (b) by agreeing to special conditions that differ from this Hiring Agreement.

2.4 How are changes made?

However, this Hiring Agreement can only be changed in the following ways:

3. FINALISING EVENT DETAILS

3.1 Notices

Hirer and Centre Management must give each other notice in accordance with the following timetable to finalise details of the Event. Any notice given under this clause 3.1 must comply with clause 18.

(a) Thirty (30) days before the start of the Hiring Period

Hirer must supply Centre Management with initial notice of all details of the Event, including:

- programme and timetable for the Event
- staging, rigging and equipment required
- services required from Centre Management

(b) Twenty one (21) days before the start of the Hiring Period

Hirer must supply Centre Management with a confirmation notice for food and beverage and other service required.

(c) Ten (10) days before the start of the Hiring Period

Centre Management will supply the Hirer with an Event Order setting out the details of the Event based on the initial notice, confirmation notice and any notices of change accepted by Centre Management, for final confirmation by Hirer.

(d) Seven (7) days before the start of the Hiring Period

Hirer will supply Centre Management with the signed Event Order and final number of attendees requiring food or beverage.

(e) From time to time

Hirer can provide notices of change setting out details, in writing, of any proposed changes to an initial notice, confirmation notice, event order of final numbers notice. Centre Management will not be taken to have accepted any notice of change unless it confirms the notice in writing.



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3.2 Effect of Event Order

Hirer will be bound by, and Centre Management can rely on, an Event Order signed by Hirer.

3.3 Inconsistency

To the extent that there is any inconsistency between this Hiring Agreement and any notice given under this clause, this Hiring Agreement will prevail over the notice.

3.4 More details

Centre Management can at any time ask Hirer to provide further written information about the expected number of visitors to, the likely number of exhibitors at, or other relevant information about, the Event. Hirer will provide further information within a reasonable time after Centre Management asks for it.

4. WHAT THE HIRER MUST PAY

4.1 Hiring Fees and other charges

The fees that are payable from the Hirer to Centre Management are as follows:

(a) Hiring Fees

Hiring Fees comprising Venue Hiring Fees, food and beverage and other Ancillary Charges are payable in accordance with Part A of the Hiring Agreement. All Hiring Fees paid are non-refundable unless clause 4.2(b) applies.

(b) Estimated Costs and Security Deposit

Estimated Costs and Security Deposit (if applicable) are payable at least 14 days prior to the commencement of the Hiring Period.

(c) Final Costs

- (i) Final Costs will be calculated using the number of people actually attending the Event or the final numbers notified to Centre Management in the final numbers notice (see clause 3.1d), whichever is greater.
- (ii) The Final Costs payable will be reduced by the amount of Estimated Costs actually paid in accordance with clause 4.1(b) and will be payable no later than 14 days after a final statement is issued (refer clause 4.3 and 4.4).

(d) Public holiday surcharge

A public holiday surcharge will apply to all food and beverage (except public catering), audio visual and other labour related costs. No surcharge will apply to room rental.

(e) Damage by Hirer

If the Centre or its facilities or equipment is damaged by any act or omission whether wilful or otherwise by the Hirer, its Representatives or Patrons, the Hirer must pay to Centre Management on demand an amount equal to the costs incurred to repair or reinstate the damaged area, facilities or equipment to the standard of repair and condition that the area, facilities or equipment were in immediately before the damage occurred. If any equipment is damaged beyond repair the Hirer must pay to Centre Management the replacement cost of that equipment.

(f) Hiring Agreement management

The Hirer must pay all legal costs and consultant fees incurred by Centre Management in respect of this Hiring Agreement, including any cost incurred in connection with:

- (i) any request by the Hirer for a variation from the terms of this Hiring Agreement and the preparation of any actual variation;
- (ii) any claim or action against the Hirer or in giving notices to the Hirer or enforcing any terms of this Hiring Agreement;
- (iii) any breach by the Hirer of this Hiring Agreement; and
- (iv) the performance or observance by the Hirer of any of the terms of this Hiring Agreement.

4.2 Advance payments

Clause 4.1 requires Hirer to pay advance payments for the Hiring Fees, Estimated Costs and, if required, a Security Deposit.

All Hiring Fees or Estimated Costs' payments made by Hirer under this Hiring Agreement will be held by Centre Management and will be applied in the following way:

- (a) if Hirer defaults under this Hiring Agreement or cancels their Event then all Hiring Fees and Estimated Costs' payments made by Hirer will be retained by Centre Management;
- (b) if Centre Management defaults under this Hiring Agreement by failing to provide the entire Event Facilities (but not any part thereof) during the Hiring Period, then all Hiring Fees, Estimated Costs' payments and Security Deposit if paid made by Hirer will be refunded to Hirer;
- (c) on completion of the Event, all Hiring Fees and Estimated Costs' payments made by Hirer will be applied in accordance with the final statement given by Centre Management to Hirer under clause 4.3;
- (d) otherwise, all Hiring Fees and Estimated Costs' payments made by Hirer will be applied in the manner set out in this Hiring Agreement.



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4.3 Statement of Final Costs and adjustment after the Event

No more than seven (7) days after the end of the Hiring Period, Centre Management will give Hirer a statement of Final Costs showing:

- (a) any amounts owing by Hirer to Centre Management under this Hiring Agreement or otherwise;
- (b) all amounts paid by Hirer to Centre Management under this Hiring Agreement or otherwise; and
- (c) any overpayment by Hirer to Centre Management which is refundable to Hirer.

4.4 Payment or refund after final statement

No later than seven (7) days after Centre Management gives the statement of Final Costs to Hirer:

- (a) Hirer must pay Centre Management all amounts shown in the statement of Final Costs as owing to Centre Management; or
- (b) Centre Management must pay Hirer all amounts shown in the statement of Final Costs as refundable to Hirer.

4.5 Statements are final

No later than seven (7) days after Centre Management gives a statement to Hirer requiring payment, Hirer must notify Centre Management of any errors in, or objections to, the statement. If no notice is given by Hirer within that time, the statement will be final and conclusive.

5. INSURANCE, INDEMNITY & RELEASE

5.1 When is insurance required?

Insurance is required where the Hiring Period is more than 1 day.

If Centre Management notifies Hirer in writing, insurance is also required where the Hiring Period is 1 day or less. Centre Management can give notice to Hirer of a requirement for insurance at any time before or during the Hiring Period.

5.2 What insurance is required?

If insurance is required under clause 5.1, Hirer must effect and maintain, with a reputable insurer and on terms acceptable to Centre Management:

- (a) a policy of public and products liability insurance which:

- (i) insures against all risks of physical loss or damage to property of every kind and description owned by Centre Management or Owner or for which they may be responsible, or of any third party, where the occurrence happens during the Hiring Period [or any other period in which Centre Management agrees to grant the Hirer (or its Representatives) access to the Event Facilities, as permitted by clause 6.1];
 - (ii) insures against all risks of personal injury or property damage to any person at, in or upon the Event, the Event Facilities or the Centre, where the occurrence happens during the Hiring Period [or any other period in which Centre Management agrees to grant the Hirer (or its Representatives) access to the Event Facilities, as permitted by clause 6.1];
 - (iii) is for a limit of liability, for public liability insurance, of Ringgit Malaysia five million (RM5,000,000) for any one occurrence, and for products liability insurance, of Ringgit Malaysia five million (RM5,000,000) in the aggregate;
 - (iv) nominate Centre Management and the Owner as an insured; and
 - (v) include a cross liability clause under which the insurer accepts that the insured under the policy includes each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them.
- (b) a workers' compensation or equivalent policy of insurance which complies with all relevant statutory or other legal obligations.

5.3 Certificate of currency

If insurance is required under clause 5.1, Hirer must provide Centre Management certificates of currency in respect of the insurance required by clause 5.2 to be effected by Hirer:

- (a) at least twenty one (21) days before the start of the Hiring Period; or
- (b) when Centre Management asks for Hirer to do so, whichever is earlier.

The certificate of currency must be issued by the insurer, not the broker, and should confirm details of Hirer's policies such as the insured's name, business description, policy limit and excess.

5.4 No limitation on liability

The requirement for Hirer to effect and maintain insurance will not limit the liabilities or obligations of the Hirer under any other provision of this Hiring Agreement.

5.5 Indemnity

Hirer indemnifies Centre Management, Owner and their Representatives from and against any and all loss or damage whether direct or indirect (including loss of profits, damage to reputation and/or legal fees), arising out of the events including:



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- (a) any breach by the Hirer or the Hirer's Representatives of the Hirer's obligations under this Hiring Agreement;
- (b) Hirer failing to proceed with the Event or any part of it;
- (c) Hirer failing to comply with a request or direction made or given by Centre Management under this Hiring Agreement;
- (d) Hirer's (or its Delegates') use of the Event or the Event Facilities and the Centre during the Hiring Period (or any other period in which Centre Management agrees to grant the Hirer (or its Representatives or Delegates) access to the Event Facilities, as permitted by clause 6.1);
- (e) claims by any person against Centre Management, Owner or their Representatives in respect of personal injury or death, or loss of or damage to any property, caused by Hirer's use of the Event Facilities or the Centre;
- (f) any infringement or alleged infringement of intellectual property rights by the Hirer or a Hirer's Representative;
- (g) the information provided for the preparation of the Event Order not being true and correct in all respects;
- (h) the Hirer failing to complete a hiring agreement with a third party; and
- (i) unless such loss, damage or liability is caused by the negligence of Centre Management, Owner or their Representatives, in which case Hirer's liability to indemnify Centre Management and Owner will be reduced proportionately to the extent (if any) that the negligence of Centre Management, Owner or their Representatives has caused or contributed to the loss, damage or liability.

For the avoidance of doubt, Hirer's obligation to indemnify Owner is separate from and in addition to its obligation to indemnify Centre Management.

5.6 Release

The Hirer uses and occupies the Centre and Event Facilities at the risk of the Hirer. The Hirer releases to the full extent permitted by law, Centre Management, the Owner, and their respective Representatives from any and all liability resulting from:

- (a) any accident, loss, damage or injury to persons or property occurring in the Centre or Event Facilities while occupied or used by the Hirer under this Hiring Agreement; or
- (b) any loss or damage suffered by any person or persons arising out of the exercise by Centre Management of any right or discretion under this Hiring Agreement.

5.7 Hirer to preserve insurance

The Hirer must not do or allow to be done anything at the Centre which places at risk any policy of insurance on the Centre, its facilities or equipment or causes or may cause the rate of premium on a policy to be increased. The Hirer must pay to Centre Management on demand the amount of any such increase in premium.

6. WHAT ACCESS TO THE CENTRE WILL HIRER HAVE?

6.1 Use of Event Facilities in the Centre

Subject to this Hiring Agreement, Hirer will have:

- (a) the use of the Event Facilities for the Event during the Hiring Period; and
- (b) access to the other parts of the Centre that Centre Management, in its reasonable opinion, considers necessary in connection with the Event.

In its absolute discretion Centre Management may (upon request by the Hirer) grant the Hirer or their Representatives, early or later access to the Event Facilities.

The Hirer and its Representatives must not enter or use any other parts of the Centre other than those reasonably required to obtain access to Event Facilities.

Centre Management will not hire the Event Facilities to anyone else during the Hiring Period.

The use of the Event Facilities by the Hirer is not exclusive. Possession of the Centre remains with Centre Management. This Hiring Agreement does not in any way create a tenancy between the Hirer and either Centre Management or the Owner.

6.2 Use of other facilities in the Centre

Centre Management can from time to time notify Hirer of schedules for the use and sharing of services and other facilities of the Centre, schedules for access to the Centre, and restrictions on use and access.

Hirer must comply with those schedules and restrictions.

6.3 Centre Management has access to the Event Facilities

Centre Management, Owner and their Representatives will at all times have unrestricted access to all parts of the Centre, including the Event Facilities, for purposes including (but not limited to) security, maintenance, cleaning, food and beverage and audio visual services.

6.4 Leaving the Centre

Hirer must vacate the Event Facilities and the Centre, and remove anything brought into the Centre by Hirer or any of its Representatives, before the Hiring Period ends. If it does not:



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- (a) Hirer must pay to Centre Management an amount equal to the Hiring Fees divided by the number of days or parts of days in the Hiring Period, multiplied by the number of days or parts of days that the failure continues; and
- (b) Centre Management can remove any such thing from the Centre and arrange for its disposal and charge Hirer a reasonable fee for doing so.

6.5 Keys/Passes

Hirer must make sure that all keys and passes of any kind relating to the Event Facilities, the Centre or anything in them, which are given to Hirer by Centre Management, are:

- (a) kept in the custody of Hirer or its Representatives authorised by Centre Management for that purpose;
- (b) not duplicated; and
- (c) returned to Centre Management when Hirer vacates the Centre, or at the end of the Hiring Period, whichever is earlier.

7. CONDUCTING THE EVENT

7.1 What Hirer must do

Hirer must conduct the Event in accordance with the details in the Event Order signed by Hirer (see clause 3) and in so doing, and in using the Event Facilities and the Centre, Hirer must:

- (a) comply with any relevant or applicable legal requirements, industry standards and the reasonable directions of Centre Management;
- (b) not knowingly do or permit anything to be done that would cause Centre Management or Owner to suffer any loss or damage, or to breach any legal requirements or any permit, approval, licence, consent or authority held in relation to the Event Facilities or the Centre;
- (c) ensure that no exhibition performed or material exhibited at the Centre brings Centre Management, the Owner or the Centre into disrepute;
- (d) obtain at its expense, and comply with, all permits, approvals, licences, consents and authorities required for the Event;
- (e) maintain a high standard of quality and professionalism, using best industry practice;
- (f) pay all governmental taxes and levies due in respect of, or as a result of, the Event by the due date for payment;
- (g) not erect anything in the Centre or make any alterations to the Centre without Centre Management's prior written approval, which will not be unreasonably withheld;
- (h) not conduct any collections, whether for charity or otherwise, in the Centre without Centre Management's prior written approval;

- (i) not use the Centre for any political purpose whatsoever unless the Event has been expressly approved by Centre Management;
- (j) use every effort to direct Patrons to comply with the rules and enforce those directions;
- (k) not invite or knowingly allow any person, including a Patron, to breach the rules;
- (l) comply with the Centre's terms of entry and traffic management rules as set out in the Event Guidelines;
- (m) properly supervise at all times the Hirer's servants, agents, invitees and licensees under the direction and control of a person nominated by the Hirer for that purpose and who is approved by Centre Management (such approval not to be unreasonably withheld);
- (n) supply and pay for performances and services required for the proper presentation of the Event; and
- (o) use its reasonable endeavours to ensure that the Event starts and finishes at the times set out in the Event Order or as agreed with Centre Management.

7.2 What Centre Management can do

Centre Management can:

- (a) ask Hirer to produce, whether before, during or after the Hiring Period, evidence that it has obtained all relevant or necessary permits, approvals, licences, consents and authorities for the Event;
- (b) make or give to Hirer any direction which, in the opinion of Centre Management, is reasonable or necessary to ensure that Hirer and the Event complies with:
 - (i) this Hiring Agreement;
 - (ii) any relevant or applicable legal requirements;
 - (iii) any permit, approval, licence, consent or authority which applies to the Event Facilities or the Centre;
 - (iv) any permit, approval, licence, consent or authority which applies to, or is required for, the Event; and
 - (v) any applicable industry standards.

Hirer must comply with any request or direction given to it or made by Centre Management under this clause.

7.3 Hirer's responsibilities

Hirer is responsible as occupier and user of the Event Facilities for:



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- (a) anything done in or to the Event Facilities or the Centre by the Hirer or its Representatives. For example, if this Hiring Agreement says that Hirer must not do a particular thing, Hirer must also ensure that none of its Representatives does that thing. Hirer must also ensure that its Representatives are continuously and properly supervised and under the direction and control of people approved by Centre Management, such approval not to be unreasonably withheld. Hirer must also ensure that all staff employed by Hirer and Hirer's Representatives meet the Centre's dress and presentation standards; and/or
- (b) anything constructed or brought into the Event Facilities or Centre for or in relation to the Event.

7.4 Centre Management not responsible

The Event and Event Fittings are at the sole risk of Hirer. Centre Management is not responsible for any damage to Event Fittings and/or theft from the Event while in the Centre, except to the extent that such damage or theft was caused by Centre Management's negligence.

7.5 Centre Management can change Event Facilities

If, in the reasonable opinion of Centre Management, the Event Facilities are inappropriate for the Event, Centre Management can nominate other Event Facilities for the purposes of this Hiring Agreement.

8. SECURITY, SAFETY & CONTROL

8.1 Safety Directions

Hirer must:

- (a) comply with all requirements and directions of Centre Management from time to time for security and crowd control in the Centre and emergency evacuation from the Centre;
- (b) not hinder or obstruct any member of the medical, police, fire, ambulance, first aid or other emergency services or any authorised security officers in the exercise of their duties or powers in or near the Centre;
- (c) maintain all passages in and exits from the Event Facilities free from obstruction and keep exits locked or unlocked as Centre Management directs;
- (d) ensure that the public telephone, fire alarms and fire extinguishers in the Event Facilities are easily accessible;
- (e) not by any act or omission, damage the Event Facilities, the Centre or anything in them;
- (f) not do or bring into the Centre anything that, in the reasonable opinion of Centre Management, is dangerous, flammable, volatile, explosive, toxic, disorderly, noisy, offensive, immoral, unlawful or inconsistent with the purpose for which this Hiring Agreement was made or the purpose of the Centre; and

- (g) not bring into the Centre any insect, animal or bird.

8.2 Event Guidelines

Hirer acknowledges that they have read, understood and shall comply with the Centre's Event Guidelines.

Hirer must also ensure that its Representatives have read, understood and shall comply with the Centre's Event Guidelines. A hard copy of the guidelines is available on request.

8.3 Hirer responsible for safety

Hirer has sole responsibility for the safe conduct of the Event and the safe and proper use of the Event Facilities. Centre Management is not required to, but may in its discretion, assist with security, crowd control or emergency control.

8.4 Workplace Safety & Health

Hirer must comply with and perform its obligations under the relevant laws including Occupational Safety and Health Act 1994 (Act 514) as an employer, person in control of a workplace or otherwise in respect of the Event and the Event Facilities for the Hiring Period.

Hirer indemnifies Centre Management, Owner and their respective Representatives from and against all liabilities which may be imposed under, or which may arise out of the enforcement of relevant laws including the Occupational Safety and Health Act 1994 (Act 514) in respect of the Event or the Event Facilities.

8.5 Hirer's security

Hirer may hire security personnel for the internal control of the Event. Security personnel must be licensed and be of a high industry standard.

8.6 Centre Management can refuse admission

Centre Management and its Representatives can refuse admission to, or cause to be removed from, the Event Facilities or the Centre, any person whose behaviour is objectionable, disorderly, improper or undesirable.

9. FOOD & BEVERAGE

Only Centre Management and its Representatives are entitled to (and Hirer will not) bring into or provide or sell in the Event Facilities or the Centre, food and beverages (whether alcoholic or not).

However, if the nature of the Event is such as to require it, exhibitors at an Event conducted by the Hirer may distribute food samples to visitors or guests at the Event with the prior written approval of Centre Management (which will not be unreasonably withheld).

The Centre Management may at times at its absolute discretion provide public catering services throughout the Event Facilities.



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10. AUDIO VISUAL REQUIREMENTS

10.1 Audio visual requirements

Centre Management and its accredited suppliers are the only people entitled to supply audio visual equipment for the Event. A listing of Centre Management's accredited suppliers can be found at http://bit.do/accredited_suppliers

Hirer must advise Centre Management of its audio visual requirements for the Event (if any) not less than twenty one (21) days before the start of the Hiring Period.

10.2 Drawings

Hirer or its Representatives must supply Centre Management with scale drawings of the Event showing room layout, equipment locations, site elevations and support method where applicable. Centre Management can make any changes to these drawings as may be reasonable or necessary. These drawings must be approved by Centre Management prior to the Event.

10.3 Rigging

Centre Management is the exclusive provider of rigging services at the Centre.

10.4 Sound levels

Hirer must comply with any reasonable direction made by Centre Management about the acceptable sound level limits in the Centre.

10.5 Emergency announcements not restricted

Centre Management can make emergency announcements over any sound system in the Centre at any time.

11. PUBLICITY

Hirer must not display or distribute any posters, signs, advertising or other written or printed material in the Centre, other than inside the Event Facilities, without the prior written approval of Centre Management.

12. CANCELLATION BY HIRER

12.1 Postponement of the Hiring Period

If, not less than 12 months before the commencement of the Hiring Period, the Hirer gives Centre Management notice in writing that it wishes to postpone the Event for a period not greater than one year from the Hiring Period, Centre Management will continue to hold any amount already paid towards the Hiring Fees and Estimated Costs detailed in the Hiring Agreement Part A in respect of any subsequently mutually agreed Hiring Period, Hiring Fees and Estimated Costs. If the parties cannot agree on the new Hiring Period, Hiring Fees or Estimated Costs then the Event will be deemed to be cancelled and clause 12.2 will apply.

If the Hirer postpones an Event less than 12 months before the commencement of the Hiring Period, the Event will be deemed to be cancelled and clause 12.2 will apply.

12.2 Consequences of Cancellation by Hirer

If Hirer gives a cancellation notice to Centre Management then any advance payments made by Hirer will be retained by Centre Management.

12.3 Partial Cancellation

Venue Hiring Fees will be payable in full at the sole discretion of Centre Management for any part of the Event Facilities cancelled less than 180 days before the commencement of the Event

12.4 Rights of Centre Management upon cancellation

For the purpose of clause 4.2(d), if liquidated damages are payable to Centre Management under clauses 12.2 or 12.3, then Centre Management can:

- (a) retain any advance payment or money paid to it by Hirer before cancellation; and
- (b) apply the money retained towards compensating Centre Management for any loss or damages incurred or to be incurred.

This clause does not affect any other rights Centre Management has under this Hiring Agreement or otherwise.

13. DEFAULT AND ENDING THIS HIRING AGREEMENT EARLY

13.1 Centre Management can try to remedy defaults

If Hirer does not comply with a requirement of this Hiring Agreement, Centre Management can, in addition to any other rights it has:

- (a) give notice to Hirer requiring Hirer to rectify the default within a reasonable time; and/or
- (b) rectify the default at the expense and risk of Hirer and Hirer must pay to Centre Management on demand any costs reasonably incurred by Centre Management in so doing.

13.2 Ending this Hiring Agreement

Centre Management can end this Hiring Agreement by giving notice to Hirer if:

- (a) any money payable by Hirer to Centre Management is not paid when due;
- (b) Hirer does not comply with:
 - (i) a requirement of this Hiring Agreement that, in the reasonable opinion of Centre Management, is material;



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- (ii) a notice given to Hirer by Centre Management under clause 13.1(a) requiring it to remedy a default;
 - (iii) any relevant or applicable legal requirements;
 - (iv) any permit, approval, licence, consent or authority which applies to the Event Facilities or the Centre;
 - (v) any permit, approval, licence, consent or authority which applies to, or is required for, the Event;
 - (vi) any applicable industry standards; or
 - (vii) any request or direction made or given by Centre Management under this Hiring Agreement.
- (c) Hirer dies or becomes bankrupt or legally incapable of managing its affairs;
- (d) Hirer is insolvent or enters into any compromise or arrangement with its creditors;
- (e) a provisional liquidator, liquidator or controller is appointed to Hirer;
- (f) Hirer does anything (directly or indirectly), or omits to do something, which results, or is likely to result, in Centre Management or Owner suffering loss or damage;
- (g) Centre Management reasonably considers that the use or continued use of the Event Facilities by Hirer is likely to:
- (i) cause damage to the Event Facilities or the Centre;
 - (ii) cause damage to the property of any third party;
 - (iii) cause injury to any person;
 - (iv) cause material damage to the reputation or goodwill of the Centre, Centre Management or Owner; or
 - (v) breach any relevant or applicable legal requirements;
- (h) in the reasonable opinion of Centre Management, the description of the Event substantially changes from that given by Hirer in this Hiring Agreement without the prior written approval of Centre Management;
- (i) the Centre Management's right to operate the Centre terminates, with or without fault on its part, or Centre Management is otherwise prevented by any government action, mortgagee or creditor from performing this agreement; and/or
- (j) the Centre or any part of the Centre which substantially affects the Hiring is required, requisitioned or resumed for the use of a government, or local authority or any other public authority for any public purpose or priority usage by any government or local authority.

13.3 Rights of Centre Management

If Centre Management ends this Hiring Agreement under clause 13.2 (a) to (h), then in addition to any other rights Centre Management has:

- (a) for the purpose of clause 4.2(d), Centre Management may retain any advance payment or money paid to it by Hirer; and
- (b) Hirer must pay any unpaid balance of the Hiring Fees and Estimated or Final Costs to Centre Management.

13.4 Interest

Any money due but unpaid to Centre Management under this Hiring Agreement may be subject to interest calculated daily and compounded monthly on the CIMB Bank Berhad's base lending rate plus 4% per annum.

13.5 Debt recovery costs

The Hirer must fully reimburse Centre Management for any and all costs reasonably incurred in connection with Centre Management taking steps seeking to recover money due to it under this Hiring Agreement

13.6 Hirer's discharge

If this Hiring Agreement is terminated because of an event in clauses 13.2(i) or (j) and Hirer is not responsible in any way for the event, Centre Management will refund all advanced payments made. Receipt by the Hirer of the amount of the advanced payments is full discharge and satisfaction of all of the Hirer's claims against Centre Management under this Hiring Agreement.

14. REPRESENTATIONS AND EXCLUSIONS

14.1 No representations about suitability

Neither Centre Management nor Owner warrants or represents that the Centre, its facilities or equipment will be adequate or fit for the purposes of Hirer or the Event. It is the responsibility of Hirer to determine the suitability of the Centre, its facilities and equipment. Hirer acknowledges and warrants that it has had the opportunity to inspect the Event Facilities and has either:

- (a) inspected the Event Facilities and is satisfied with them; or
- (b) decided not to inspect the Event Facilities.

14.2 General Exclusion

Any terms, conditions, liabilities or warranties not appearing in this Hiring Agreement are expressly excluded, other than those that by law cannot be excluded.



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15. GOODS AND SERVICES TAX

Any taxes or government charges including, without limitation, any goods or services, value added or like tax, which the Centre Management is required to collect or charge in respect of all or part of any amount payable by the Hirer to the Centre Management under this agreement are payable by the Hirer to the Centre Management in addition to those amounts so that the amounts to be paid by the Hirer under this agreement will be the amounts payable under this agreement plus applicable taxes and government charges.

16. FORCE MAJEURE

16.1 What happens if there is an event of force majeure?

If there is an event of force majeure, then:

- (a) this Hiring Agreement will not end, but Centre Management and Hirer will be released from further performance of their obligations under this Hiring Agreement from the time when the event of force majeure happens;
- (b) Centre Management will be entitled to retain from any, advance payment or other money paid by Hirer to Centre Management the amount of any costs, charges or expenses actually incurred by Centre Management before the event of force majeure happens, less any amount recovered by Centre Management on account of successful insurance claims; and
- (c) Centre Management and Owner will not be liable to Hirer for any loss or damage, either direct or consequential, which may be suffered or incurred by Hirer.

16.2 What is an event of force majeure?

An event of force majeure occurring in Malaysia includes, but is not limited to:

- (a) war (whether declared or undeclared), revolution, act of public enemies or acts of terrorism;
- (b) riot, blockade, insurrection or civil commotion;
- (c) strike, lockout, stoppage, ban or limitation on work, restraint of labour or other industrial dispute;
- (d) act of God;
- (e) fire, flood, earthquake, storm or cyclone;
- (f) sabotage, bomb threat or other threats of violence;
- (g) act or restraint of any governmental or semi-governmental or other public or statutory authority;
- (h) breakdown of any facilities or machinery or unavailability of essential equipment, supplies or services;
- (i) cessation of or interruption to water or electricity supply; and/or

- (j) any other cause or event not reasonably within the control of Centre Management or Owner, which may affect in whole or in part the hiring and/or obligations and/or liabilities of either party to this Hiring Agreement.

16.3 Exception for self-induced events

However, any event which (but for this clause) would be an event of force majeure, which happens or is brought about (directly or indirectly) as a result of any act or omission of Centre Management, Owner or Hirer will not be taken to be an event of force majeure for the purposes of clauses 16.1 or 16.2.

17. PERSONAL DATA PROTECTION ACT 2010 COMPLIANCE

17.1 Personal Data Protection Act 2010 Definitions

For the purpose of this clause, "personal information" has the same meaning as in the Personal Data Protection Act 2010 (Act 709).

17.2 Hirer Compliance with the Personal Data Protection Act 2010 ("the Act")

Hirer must:

- (a) comply with the Act in relation to the collection, use, storage and disclosure of personal information in connection with the Event, whether that personal information is collected by Centre Management and given to the Hirer or is collected by or on behalf of the Hirer;
- (b) comply with the Act in relation to the collection, use, storage and disclosure of personal information from third parties, where that personal information is provided by Hirer to Centre Management;
- (c) comply with any other principles or guidelines, relating to the handling of personal information, notified in writing, from time to time, by Centre Management to Hirer;
- (d) co-operate with any reasonable demands, inquiries or directions made by Centre Management in relation to compliance with the Act;
- (e) provide reasonable assistance to Centre Management in relation to its compliance with the Act; and
- (f) despite any other clause in this Hiring Agreement, indemnify Centre Management in respect of any loss, liability or expense suffered or incurred by Centre Management arising out of or in connection with a breach of this clause by Hirer or any misuse or disclosure of personal information by the Hirer or its Representatives.



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18. NOTICES

18.1 Basic requirements for notices

Any notice or other communication referred to in this Hiring Agreement must be:

- (a) in writing and in English;
- (b) addressed to the recipient at the addresses referred to in clauses 18.4 and 18.5; and
- (c) signed by the person giving the notice or sending the communication, or an authorised representative of that person.

18.2 How notices can be given under this Hiring Agreement

Any notice or other communication referred to in this Hiring Agreement can be given by:

- (a) being personally given to; or
- (b) being left at the business address of; or
- (c) being sent by prepaid post to the postal address of; or
- (d) being sent to the facsimile number of; or
- (e) being sent to the email address of,

the person to whom the notice or communication is addressed.

18.3 When notice delivered

A notice given in accordance with clause 18.2 is taken to be received:

- (a) if sent by prepaid post, 3 Business Days after the date of posting; or
- (b) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within one Business Day after that transmission, the recipient informs the sender that it has not received the entire notice; or
- (c) if sent by email, when the sender's email system generates a message confirming successful receipt of the notice unless, within one Business Day after that transmission, the recipient informs the sender that it has not received the entire notice.

18.4 Centre Management's address for notices

Any notice or other communication referred to in this Hiring Agreement can be given to Centre Management at the following addresses:

- (a) business address: Kuala Lumpur Convention Centre
Kuala Lumpur City Centre,
50088 Kuala Lumpur, Malaysia
- (b) facsimile number: +60 3 2333 2800
- (c) email address: As notified to Hirer by Centre Management in writing.

18.5 Hirer's address for notices

Any notice or other communication referred to in this Hiring Agreement can be given to Hirer at the addresses shown in the details table in Part A of this Hiring Agreement.

18.6 Changing address for service

Centre Management or Hirer can change their address for service by giving notice of the change to the other.

19. GENERAL

19.1 Confidentiality

Hirer must keep confidential any confidential information about the Centre, Centre Management or Owner which is given to it by Centre Management, Owner or their respective Representatives before or after entry into this Hiring Agreement unless:

- (a) Centre Management approves the disclosure of the information in writing; or
- (b) the disclosure of the information is required or authorised by law.
- (c) Hirer hereby expressly agrees and allows the Centre Management to publish details of the Event on its website, social media and press releases including Event logos and/or trademark for the purpose of promoting the Event.

19.2 Joint and several liability

If Hirer consists of more than one person, then their liability under this Hiring Agreement will be a joint liability of all of them and the liability of each of them severally.

19.3 Severance

If any clause of this Hiring Agreement is, or is found to be, illegal, invalid, unenforceable, void or voidable, the legality or validity of the remainder of this Hiring Agreement will not be affected and will continue in full force and effect.

19.4 Assignment

Hirer must not assign any rights or obligations under this Hiring Agreement.

Centre Management may, without the consent of the Hirer, assign its interest in this Hiring Agreement to the Owner or to any party which, by reason of assignment, appointment or any other reason whatsoever, replaces it as the manager and operator of the Centre

19.5 Successors

Reference to a party to this Hiring Agreement includes any executor, administrator or successor in title of that party.



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19.6 Waiver

The failure of a party at any time to require performance of any obligation under this Hiring Agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligation under this Hiring Agreement.

19.7 Remedies are cumulative

The rights provided under this Hiring Agreement are cumulative and not exclusive of any other rights provided by law.

19.8 Governing law

This Hiring Agreement is governed by the laws of Malaysia. Each party submits to the jurisdiction of the courts of Malaysia.

19.9 Warranty of authority

Every person who signs this Hiring Agreement, or any notice given or required under this Hiring Agreement, on behalf of Hirer, by so doing represents and warrants that he or she is duly authorised so to do on behalf of Hirer.

19.10 Time of essence

Time is of the essence of this Hiring Agreement.

19.11 Entire Agreement

This Hiring Agreement:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

19.12 Counterparts

This Hiring Agreement may be executed in any number of counterparts.

19.13 Variations to Hiring Agreement

This Hiring Agreement is subject to the variations as specified in schedule 2 and in the event of there being any inconsistency between such variations and any of the provisions of this Hiring Agreement then such variations shall prevail.