

# TAITRA Exhibition Venue Rental Implementation Regulations for TWTC Hall 1

May, 2021 Version

#### **Article 1** Authorization and Regulation Purpose:

According to authorization provided by the "Operation Transfer Agreement for the Taipei World Trade Center Exhibition Hall and the Taipei International Convention Center," executed between the Taiwan External Trade Development Council (hereinafter referred to as "TAITRA") and the Bureau of Foreign Trade of the Ministry of Economic Affairs, TAITRA is responsible for the operation and management of the Taipei World Trade Center Exhibition Hall (address: No. 5, Sec. 5, Xinyi Road, Xinyi District, Taipei City; hereinafter referred to as "TWTC Hall 1"). The exhibition halls on the first and second floors of TWTC Hall 1, are used by TAITRA for its international exhibitions and are available for rental by organizations during periods of non-use (hereinafter referred to as the "Lessee"). Matters relating to the rental of exhibition halls will be processed in accordance with the TAITRA Exhibition Venue Rental Implementation Regulations for TWTC Hall 1 (hereinafter referred to as "Regulations").

#### **Article 2 Definitions:**

- I. Lessee: This refers to the organizer and co-organizer (if relevant) of the exhibition or event, renting the exhibition halls on the first and second floors of TWTC Hall 1; these organizers must constitute domestic or foreign government agencies (organizations), and domestic or foreign for-profit or not-for-profit legal entities established in accordance with the law. If the lessee renting the first floor of TWTC Hall 1 is a for-profit legal entity, the paid-in capital of one of its units, or the total paid-in capital of all of its units, must total at least 10 million New Taiwan Dollars (NTD); (NTD will be the currency of use within these Regulations).
- II. Exhibition Halls: The exhibition halls mentioned in these Regulations, if not specifically defined, refer to the exhibition halls on the first and second floors of TWTC Hall 1.
- III. Exhibition Areas: Exhibition areas in the exhibition halls include Areas A, B, C, D, and H (five areas) of TWTC Hall 1.
- IV. Lease Period: The period during which the Lessee rents the exhibition halls from TAITRA, including the move-in period, exhibition period, and moveout period.
- V. Weekends and National Holidays: In accordance with the dates announced by the Directorate-General of Personnel Administration, Execution Yuan.
- VI. Move-in: Construction by the Lessee of display items, equipment and



booths, and other preparatory work prior to the period of the exhibition or event.

- VII. Move-out: Deconstruction by the Lessee of related display items, equipment, booths and trash, and other cleanup work following the period of the exhibition or event.
- VIII.Night time: This refers to the period of the day other than the period when the exhibition halls are open for operation.

#### **Article 3** Fees and Payment Procedure:

- I. The Lessee shall pay TAITRA the various fees set forth in this Article, using methods such as cashier's check, check payable on-demand, or wire transfer.
- II. Venue fee: Includes the rental venue and the usage fees for various public facilities, such as general lighting, air conditioning (air conditioning during the move-in and move-out periods are separately applied and paid for). Payment schedule by the Lessee is as follows:
  - (I) Deposit: To be paid within the time period as notified by TAITRA.
  - (II) Second Installment Payment: To be paid within 120 days prior to the rental start date.
  - (III) Balance: To be paid within 30 days prior to the rental start date.
- III. Security deposit: To be paid by the Lessee within 30 days prior to the rental start date.
  - (I) If the Lessee complies with these Regulations in using the exhibition halls, the balance of the security deposit, after deducting the relevant fees (for example, water and electricity charges incurred during the lease period, additional charges for the venue, and hired cleaners and nurses), will be returned to the Lessee without interest after the exhibition.
  - (II) Deductions may be made from the security deposit for fees resulting from the Lessee's failure to comply with these Regulations in using the exhibition halls (e.g. 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; failure to regulate children's entry onto the premises; 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.
- IV. Additional Venue Charges: If fees are incurred by the Lessee as a result of any one of the following situations, such fees will be deducted from the security deposit; any remaining balance must be paid within 30 days of the end of the lease period.



- (I) Air conditioning fees incurred during the move-in and move-out periods: Additional fees will be charged if, during the move-in or move-out, the Lessee applies for the provision of air conditioning within the rental area. The Lessee must first obtain TAITRA's approval and additional fees will be calculated based on the fee schedule publicly declared by TAITRA, during the year of the Lessee's exhibition, using the actual number of hours of supply and the rental area as the units for calculation (the minimum units for calculation are one hour and one area).
- (II) Charges for Extended Time: Additional fees will be charged to the Lessee to extend the move-in/move-out periods or the exhibition period of the rental area. The Lessee must first obtain the TAITRA's approval and additional fees are to be calculated based on the fee schedule publicly declared by TAITRA during the year of the Lessee's exhibition, using the actual number of extended hours and the rental area as the units for calculation (the minimum units for calculation are one hour and one area).
- (III) Additional Charges for Weekends and Holidays: If the Lessee's exhibition period for the rental area occurs on the weekend or during a holiday, an additional fee of 5% on the venue fee for the relevant day will be charged, as calculated based on the fee schedule publicly announced by TAITRA, during the year of the Lessee's exhibition.
- (IV) Additional Charges for Food and Beverages: The Lessee shall not cover food and beverage sales sections set up by TAITRA in TWTC Hall 1. If the Lessee intends to set up food and beverage sales stalls within the rental area, the Lessee must obtain TAITRA'S approval prior, and must pay an additional charge of NT\$20,000 for each food or beverage stall.
- (V) Double Deck Booth Usage Fees: The Lessee may set up a double deck booth in TWTC Hall 1 provided it has TAITRA's approval. TAITRA will charge an additional fee based on the fee schedule publicly declared for that year.
- (VI) Extra-Tall Booth Fees: The Lessee may set up a booth of over 4 meters in height in TWTC Hall 1 provided it has first obtained the approval of TAITRA. TAITRA will charge a fee of NT\$100,000 (including tax) for each such booth (18 square meters). If the booth exceeds 18 square meters, the area of the view projection of the extra-tall structure divided by 18 square meters shall be used for the conversion of the number of units and the fee shall be calculated based on the number of units multiplied by NT\$100,000. If the construction area is less than



18 square meters, the fee is still NT\$100,000.

- (VII) Additional Charges for Move-out at Night time: As much as possible, the removal of decorations should be performed during daytime hours, to avoid any adverse effect on worker safety, resulting from abnormal working hours. Where a Lessee chooses to move-out from the venue during night time hours, when there is available time for move-out during the following day, the Lessee will be charged an additional 20% on the move-out rental fee for exhibition areas, when a night time move-out is undertaken.
- (VIII) Fees for Daytime Nurses in the Exhibition Hall: The Lessee must hire nurses during the lease period. If there are 2 or more lessees during the same lease period, they must share the nurse fees.
- (IX) Cleaning Fees for the Exhibition Hall: During the event period in the Taipei World Trade Center Exhibition Hall 1, the cleaning of the exhibition hall shall be conducted in accordance with article 16 of these regulations.
- V. Late Fees: Where the Lessee fails to pay any of the fees described above in accordance with these Regulations within the time period as notified by TAITRA, TAITRA shall impose a late fee of 0.5% of the late payment (maximum 15%) for each day the payment remains unpaid.





## **Article 4** Fee Calculation Standards for Venue Fees and Security Deposit:

I. The fee calculation for venue fees and security deposit for each exhibition area of the exhibition halls are as follows:

	Venue Fee			
Exhibition	Deposit	Second	Final Payment	Security
Halls:		Installment		Deposit:
		Payment		
First Floor of TWTC Hall 1  Area B on the First Floor of TWTC Hall 1  Area C on the First Floor of	Calculated at 20% of the venue fee for the entire area. No refund after payment.	at 30% of the venue fee for the entire area.	Calculated at 10% of the venue fee for the entire area.	
Area D on the First Floor of TWTC Hall 1		area. The m	ooths in the rental aximum refund of aximum refund of as is listed below: oportion of booth refunded  25%  25%  15%  10%  10%  5%	
Area H on the	The venue	Calculated	Calculated at	Calculated at
Second Floor of	fee will be	at 30% of	50% of the venue	10% of the
TWTC Hall 1	calculated	the venue	fee.	venue fee for
	using the	fee.		the entire area.



	Venue Fee						
Exhibition	Deposit	Second	Final Payment	Security			
Halls:		Installment		<b>Deposit:</b>			
		Payment					
	ratio of the	Upon expiration of the lease					
	number of	period, a					
	booths	calculated based on the ratio of					
	requested	the number of booths actually					
	by the	used by the Lessee, to the total					
	Lessee, to	number of booths in the rental					
	the total	area. Where the actual number					
	number of	of booths used is less than 60,					
	booths in	the refund will be calculated					
	the rental	using a ratio based on 60 booths.					
	area, at						
	20% of the						
	venue fee.						
	However,						
	the Lessee						
	must rent						
	at least 60						
	booths.						
	There will						
	be no						
	refund						
	after						
	deposit						
	payment.						

- II. The venue fees for the entire area in the exhibition halls' various areas shall be calculated according to the fee schedule publicly declared by TAITRA, during the year of the Lessee's exhibition.
- III. TAITRA retains the right to rent one area to multiple Lessees based on scheduling needs. The deposit, second installment payment, the final payment and the security deposit, are to be calculated based on the percentages set forth in the table above, but calculating the venue fees using the ratio of a Lessee's allocated area to the total area of the rental area.
- IV. The refunds of the second installment payment, the final payment and the security deposit shall be calculated by TAITRA, upon expiration of the lease period, and will be returned to the Lessee without interest.



#### **Article 5 Exhibition Hall Rental Procedures:**

- I. Rental of exhibition halls shall be processed in accordance with the following procedures:
  - (I) Submitting the Application for Event Periods and Paying the Reservation Security Deposit
    - 1.The Lessee must visit TAITRA's official website (web address: www.twtc.org.tw) and download the "TAITRA Exhibition Venue Reservation Application Form". Applications for event periods from January to December of the following year should be submitted to TAITRA from November 1 to December 31 of the preceding year. If deemed necessary, TAITRA may ask the Lessee to provide an exhibition plan.
    - 2. When submitting the "TAITRA Exhibition Venue Reservation Application Form", the Lessee must pay the reservation security deposit in the amount of NT\$300,000 for each rental application (i.e. NT\$300,000 for one area, NT\$600,000 for two areas, and so forth; NT\$100,000 for Area H). The reservation security deposit should be paid by check dated May 15 of the following year, made payable to a payee as required by each exhibition hall, stipulating the check is non-transferable.
    - 3. After TAITRA has approved the event period applications, the reservation security deposit will be transferred to the Lessee's deposit for the venue fees.
    - 4. If the Lessee notifies cancelation or rental area reduction within 15 days post-deadline for the reservation application (and before January 15 of the following year), the reservation security deposit paid will be refunded.
    - 5. If TAITRA is unable to approve an event period, the reservation security deposit paid by the Lessee will be refunded without interest.
    - 6. If the check for the reservation security deposit cannot be cashed, the reservation application will be deemed void, and TAITRA may allow other organizations to reserve those event periods.
    - 7. The reservation application will be deemed void if the application is not submitted within the required time, if the submitted information is incomplete, or if the reservation security deposit is not paid in full.
  - (II) Review and Arrangement of Event Periods
    - 1. After accepting a Lessee's reservation application, TAITRA will review the Lessee's qualifications and related documents, and will arrange event periods in accordance with the review principles set forth in Article 6 of these Regulations.



- 2.The Lessee shall provide the exhibition name in the "TAITRA Exhibition Venue Reservation Application Form." If the Lessee's exhibition name is contrary to public order and good morals or is in apparent violation of The Protection of Children and Youths Welfare and Rights Act, TAITRA may demand the Lessee amend the exhibition name. To avoid confusion among participating vendors and consumers resulting from similar exhibition names, the Lessee is recommended to use appropriate markings and distinctions to facilitate the differentiation. The Lessee shall only use an exhibition name that has been pre-approved and registered by TAITRA, when publicizing an exhibition and announcing a call for exhibitors.
- 3. For the Lessee who cancels the exhibition after the application assessment for the same event period two years in a row or who does not reach the minimum number of booths of 60 booths for the same event period two years in a row, TAITRA reserves the right to not lease the hall to the Lessee during the same event period for similar industries or exhibitions, starting from the day these regulations are amended and published.

#### (III) Contract Execution and Deposit for Payment of Venue Fees

- 1. After TAITRA has completed its review and arranged the event periods, TAITRA will notify the Lessee to request the execution of a venue lease agreement and pay the venue fee deposit within a specified time frame. TAITRA will reserve event periods only after the Lessee has executed the agreement and paid the deposit within the specified time frame.
- 2. Where the Lessee fails to pay the deposit and execute the agreement within the specified time frame, TAITRA may reserve the event periods for use by other lessees.

#### II. Other Matters to Note

- (I) The Lessee may lease all or part of Areas A, B, C, D of the exhibition halls on the first floor of TWTC Hall 1 with a minimum of one area being leased by the Lessee. Where an application is made for leasing two areas in TWTC Hall 1, TAITRA shall arrange Areas A and D, or Areas B and C, for leasing, as a principle. Where an application is made for leasing three areas in TWTC Hall 1, TAITRA shall arrange Areas A, C and D, or Areas B, C and D, for leasing, as a principle.
- (II) Failure to submit reservation applications within the time frame required by these Regulations will result in the applied-for event periods being listed as standby event periods. When appropriate event



periods become available, TAITRA shall, based on the order in which the reservation applications are submitted, notify the Lessee of the standby event periods to complete the exhibit hall leasing procedures. The term "appropriate event periods" refers to the arrangement of standby event periods so as to protect the rights of Lessees who have already been granted event periods and whose exhibition topic is the same as that of the standby Lessee, by placing the standby event periods to be two months before and after the set event periods of the exhibition with the same exhibition topic. However, the preceding will not apply if the standby event periods are approved by the Lessees with exhibitions of the same topic, who have already been granted event periods both before and after the said standby event periods.

- (III) Where the name of the exhibition is marked as an "international exhibition," foreign companies or agents from at least 6 countries or regions must attend. Where the exhibition is a regional exhibition marked with such words as "Far East Region" or "Asia Pacific Region," foreign companies or agents from at least 4 countries or regions must attend.
- (IV) The 'organizer' column on the event calendar on TAITRA's official website will set forth the name of the Lessee, who has entered into the lease agreement with TAITRA.
- (V) The addressee on the invoices issued by TAITRA for venue fees, overtime fees, and water and electricity fees, will be the organizer or co-organizer, marked on the venue lease agreement.

#### **Article 6** Review Principles for Exhibition Scheduling:

- I. An exhibition hall lease review committee shall be convened by TAITRA, comprising 2 TAITRA representatives and 9 non-TAITRA representatives, with the Deputy Secretary-General of TAITRA acting as chair. All matters before the review committee will be determined by consensus.
  - (I) The names of the organizations represented by non-TAITRA representatives are as follows:
    - National Development Council, Executive Yuan; Bureau of Foreign Trade of the Ministry of Economic Affairs; Department of Commerce of the Ministry of Economic Affairs; Industrial Development Bureau of the Ministry of Economic Affairs; Chinese National Federation of Industries; General Chamber of Commerce of the Republic of China; Chinese National Association of Industry and Commerce, Taiwan; Department of Information and Tourism, Taipei City Government; and Taiwan Importers & Exporters Chamber of Commerce.
  - (II) Representatives of TAITRA include:



Deputy Secretary-General and Head of TWTC Exhibition and Convention Operations Department.

- II. Priority arrangement of exhibition event periods: For export oriented international professional exhibitions, government promoted key industries and government appointed projects take precedence. If the events are in the same hall, same month, and same event period, then the event periods will be organized in the order below:
  - (I) First Priority: Where applications involve the same exhibition hall and the same month, priority will be given to Lessees who have organized more exhibitions of the same type in the past.
  - (II) Second Priority: Where exhibitions are in the same month and for the same number of instances, priority will be given to the larger-scale exhibition; the exhibition's scale will be calculated by the number of areas used in the previous exhibition.
  - (III) Third Priority: Events with more foreign buyers during the last event period are prioritized (note 1).
- III. If more than one lessee applies for the same event period and the prioritized lessee, according to the regulation stated above, does not pay the deposit before the deadline stated in the TAITRA official letter, the Lessee ranked as second in line will be given the hall. TAITRA reserves the right to schedule the exhibitions with an interval of one month before and after the exhibitions according to the nature of the exhibitions.
- IV. TAITRA will aim to arrange event periods in accordance with the month of first preference, as submitted by the applicant Lessee, however, if the month cannot be arranged in accordance with the priority principles set forth above, TAITRA will arrange event periods according to the months of lesser preference as applied for by the Lessee.

Note 1: The number of foreign buyers must be proved with documents authenticated by third party notarizing agencies (e.g. accounting firms, etc.). If both parties are unable to provide proof of foreign buyers, the priority order will be decided through a lottery.

## Article 7 Changing and Canceling Exhibition Event periods, Exhibition Areas and Exhibition names:

- Cancelation of event periods and event areas and reduction of and changes to number of booths or event period days shall be made according to the following conditions.
  - (I) Canceling Exhibition Event periods: If the Lessee seeks to cancel booked or arranged event periods or exhibition areas, the Lessee must notify TAITRA in writing 120 days prior to the start of the lease period, and may apply to have the paid venue fees (not including the



- reservation security deposit) retained for use for the same exhibition or for a new exhibition in the following year,. If no such events are held for the following year, the paid venue fees will not be refunded.
- (II) Changing Venue: After the event period has been arranged, if the Lessee, due to reasons other than *force majeure*, needs to change the leased venue to other exhibition halls operated by TAITRA, the Lessee must notify TAITRA in writing 120 days prior to the start of the lease period, and submit an application. If TAITRA approves the change, in addition to the non-refundable reservation security deposit, the paid venue fees will be used for the same exhibition which will be held in the alternative venue during the same year.
- (III)Reducing the Number of Booths: If the Lessee seeks to reduce the number of booths as marked in the application, the Lessee must notify TAITRA in writing 30 days prior to the start of the lease period, with the minimum number of booths requested for in each area; the booths being canceled must be those aligning the walls of the said exhibition area, or those in the area intersecting the exhibition areas; the canceled booths may not be scattered.
- (IV) Reducing event period days: If the lessee wishes to reduce the number of event period days, the lessee must notify TAITRA through written notice 120 days before the start of the lease period. The deposit for the reduced days will not be refunded.
- II. Where the Lessee fails to notify TAITRA within the time frame set forth in the first paragraphs above, the venue fees already paid will not be refunded
- III. The number of booths of each approved exhibition shall be no less than 60 or it shall not be included in the records. If the applicant wishes to change the title of the exhibition, it must file an application 120 days prior to the start of the lease period. Late applications shall not be accepted. If the changed title of the exhibition differs from the industry of the original application, the title of exhibition shall be deemed as canceled and the records of the exhibition shall also be canceled. Regardless of whether the title of the exhibition is canceled or changed, the number of booths of for each exhibition shall be no less than 60 or it shall not be included in the records. Where necessary, 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.
- IV. Expanding the exhibition area or adding booths shall comply with the following.
  - (I) Expanding the exhibition area: For lessees who have already leased 1 exhibition area (or more) and wish to lease another exhibition area (or



- more), the lessee can apply for the additional areas 120 days before the start of the lease period.
- (II) Adding booths: For lessees who have already leased 1 exhibition area (or more)and wish to add some booths to other exhibition areas, the lessee can apply, in written form, for the additional booth space 120 days before the start of the lease period. Starting from 2021, the additional booth space must be 25%, 50%, or 75% of the total number of booths in the exhibition area.
- (III) Changing the exhibition area: Lessees can apply, in written form, for a change to the exhibition area 120 days before the start of the lease period. The deposit for the original exhibition area will not be refunded.
- (IV) For the three circumstances listed above, TAITRA will determine if the area is available for lease depending on the current event period situation. If the lessee wishes to apply for additional booth space or a booth map for the exhibition area, the applications must be reviewed and approved by TAITRA.
- V. Where the Lessee fails to pay the second installment payment, the final payment, the security deposit, or any late fees within the time frame provided in these Regulations, or within the notified time frame, and where the Lessee fails to notify TAITRA within the time frame provided in Paragraph 1 of this Article before canceling the reserved or arranged event periods(including reserved venues and reserved exhibition areas), TAITRA may cancel without notice, the reserved or arranged event periods and terminate the venue lease agreement, in addition to the non-refundable fees already paid by the Lessee.
- VI. Where the Lessee cannot host the exhibition in accordance with its original plans, for any reason, and the Lessee fails to cancel the reserved or arranged event period by notifying TAITRA within the time frame set forth in Paragraph 1 of this Article, TAITRA will not refund fees already paid other than the deposit (not including the reservation security deposit).
- VII. Where TAITRA is unable to provide the exhibition halls to the Lessee due to reasons beyond TAITRA's control, such as the government requisitioning the exhibit hall's land or buildings, or terminating the outsourcing of operation and management relationship etc., TAITRA and the Lessee agree to terminate the venue lease agreement without conditions and with each of party not being responsible to the other for damages or compensation, with the exception that TAITRA notify the Lessee in writing, and coordinate an alternative solution, or refund without interest the fees already paid (including venue fees and security deposit) based on the percentage of the portion and time during which the Lessee was unable to



use the venue.

- VIII.If during the lease period, services in the exhibition halls, such as air conditioning, elevators, escalators, lighting or electricity, etc. are interrupted or stopped due to equipment malfunction or natural disasters such as typhoons, earthquakes, or rainfall, other *force majeure* events, or to other factors beyond TAITRA's control, TAITRA will repair the services as soon as possible, although TAITRA will not bear any responsibility for resulting damages..
- IX. If during the lease period natural disasters such as typhoons, earthquakes, etc., or other force majeure events occur, the Lessee may, on the premise of there being available event periods, negotiate with TAITRA prior, to take the following measures:
  - (I) No additional venue fees will be charged for move-in/move-out periods affected by typhoons (for example, early move-in or later move-out, or extended working hours) but the Lessee must independently increase the number of security guards.
  - (II) The exhibition period or the move-out period may be delayed for one day without any additional venue fees.
- X. If during the exhibition period natural disasters such as typhoons, earthquakes, etc. or other force majeure events, which cause administrative agencies to announce the cancellation of the business day occur, the Lessee may independently determine whether the exhibition should proceed as planned, and the Lessee must immediately notify TAITRA of its decision. The Lessee must notify participating vendors and the public through various media.

#### **Article 8 Pre-Exhibition Coordination Meeting:**

The Lessee shall convene a meeting with TAITRA 30 days prior to the start of the exhibition, providing TAITRA with such information as the floor plan for the booths in the rental area; the personnel allowed to enter and exit the venue; the entrance and exits for vehicles and machinery; and the cleaning crew employed for the lease period - for review and approval.

### **Article 9 Opening Hours of Exhibition Halls:**

- I. The opening hours of exhibition halls, which are as follows, may be adjusted by the Lessee after negotiations with TAITRA:
  - (I) Hours for Move-in and Move-out Periods: 8:00 am to 5:00 pm daily.
  - (II) Exhibition Period: 9:00 am to 5:00 pm daily, or 10:00 am to 6:00 pm daily.
- II. If either the Lessee itself or the relevant vendors collaborating with the Lessee intend to extend the time of usage of the exhibition halls, the Lessee



- must formally submit an application to TAITRA, and the application process must be completed by 4:00 pm of that day; overtime venue fees shall be calculated according to the fee schedule publicly announced by TAITRA for that year, and will be paid by the Lessee.
- III. During the lease period, the Lessee shall completely clean the venue each day at the closing of the open hours. An extension of the Lessee's usage time without prior application to and approval by TAITRA, or the use of other areas in addition to the rental areas, will result in TAITRA imposing overtime venue fees which will be calculated using the entire area as a unit. TAITRA retains the right to notify the on-site Lessee or other relevant vendors collaborating with the Lessee to cease operations.
- IV. During the move-in and move-out periods, the Lessee shall take into consideration such matters as the magnitude of the rental area, the complexity of the decorations, and the difficulty of the display and assembly of the exhibit items, when considering the time required for the move-in and move-out periods, so as to avoid having to request an earlier move-in or a later move-out date on short notice, and thereby causing undue trouble to both parties, and affecting the progress of the move-out operation.

#### Article 10 Rules on the Supply of Electricity, Lighting and Air Conditioning:

- I. Rules on the Supply of Electricity and Lighting
  - (I) Move-in and Move-out Periods
    - 1. During opening hours, TAITRA will provide 110 volts of working power supply.
    - 2. During opening hours, TAITRA will provide work lighting in the rental area. If lighting for the entire area needs to be turned on, the Lessee must first submit an application to TAITRA and additional fees will be calculated separately.
    - 3. During opening hours of the last day of the move-in period, TAITRA will provide no less than 220 volts of working power supply and dynamic electricity.

#### (II) Exhibition Period

- 1. During opening hours each day, TAITRA will complete the comprehensive supply of electricity in the rental area; TAITRA will shut down the power source of the booths in the rental area 30 minutes after the end of opening hours each day. If an application has been made to extend the usage time of the rental area, the supply of electricity will also be extended.
- 2. Prior to opening hours each day, TAITRA will switch on the lighting for the entire rental area; TAITRA will switch off the lighting for the entire rental area 15 minutes after the end of opening hours each



day. If an application has been made to extend the usage time of the rental area, the supply of lighting will also be extended.

#### (III) Non-opening hours of exhibition halls

The Lessee must accurately complete the application form for overtime/construction; TAITRA will provide working lighting and power source, based on the application contents.

#### II. Principles for the Supply of Air Conditioning

(I) Air conditioning will not be supplied during the move-in and move-out period. The Lessee may apply for air conditioning to be supplied as needed. If TAITRA gives consent, the Lessee will be charged by the hours and areas of supply (according to the air conditional fee schedule in the Venue Handbook).

#### (II) Exhibition Period

- 1.On the first day of an exhibition period, air conditioning will be turned on one hour prior to opening hours and will be switched off at the end of opening hours.
- 2.On the second and subsequent days, air conditioning will be switched on 30 minutes prior to opening hours, and will be switched off at the end of opening hours.
- 3. The Lessee may apply for access to standalone air conditioning units in the venue as needed. If TAITRA gives consent, the Lessee will be charged by the hours and areas of supply (according to the air conditional fee schedule in the Venue Handbook).

#### **Article 11 Principles for the Use of Freight Elevators:**

- I. There are two large freight elevators in TWTC Hall 1 (serial numbers EV1 and EV2; door width 260 cm, door height 240 cm, depth 365 cm, carrying capacity 5,400 kg), which may be used by the Lessee for transporting exhibition items and booth decoration materials.
- II. Hours of Operation for Freight Elevators: Monday through Friday, 7:00 am to 7:00 pm; Saturday 7:00 am to 2:00 pm; freight elevators are not available for use on Sundays and national holidays. If the Lessee needs to use the freight elevators during non-operating hours, the Lessee must engage TAITRA and provide the number of elevators and hours required.
- III. TAITRA will assign security guards to ensure that the main passageway for the freight elevator in Area C on the first floor of TWTC Hall 1 remains open for use by Lessees in each area, ensuring the passageway remains unobstructed for purposes of cleaning and removing trash, for restocking by vendors, and for move-in and move-out.



- I. During the lease period, the Lessee and its participating vendors, contractors, and decorators, or employees thereof, must comply with the "Exhibition Operation Manual" and "Regulations on Work at TAITRA Venues", when operating in the exhibition halls in the rental area.
- II. During the lease period, the Lessee must bear responsibility for the management of occupational safety in the rental area. To prevent occupational hazards and to protect worker safety and welfare, the Lessee must comply with laws and regulations regarding occupational safety and health, and must carry out construction in accordance with the "TAITRA Pre-Construction Standard Operating Procedures for Contractors", the "TAITRA Construction Contractor Health and Safety Management Regulations", and the "Notification for On-Site Hazardous Factors". Before being allowed to enter the construction area, the Lessee must also complete the "Pre-Construction Letter of Undertaking for Safety and Health" and submit it for filing to the relevant authorities.

#### **Article 13 Exhibition Hall Security Guards:**

- I. During the lease period, the Lessee must employ exhibition hall security guards in accordance with TAITRA's exhibition hall regulations. In order to maintain safety and order in the exhibition halls, the service standards of exhibition hall security guards must also be in accordance with TAITRA's relevant exhibition hall regulations. The Lessee will be held solely responsible for damage of equipment or violations of relevant laws in the exhibition halls, and TAITRA will not be held liable.
  - (I) Move-in and move-out period (excluding overnight move-out): To ensure the safety of the equipment and personnel at the venue, the security must be provided by the security contractor of the exhibition hall. Where there are special requirements that cannot be met by the contractor of the event organizer, the requirements shall be processed separately.
  - (II) Exhibition period (including <u>overnight move-outmove-out period</u>): For the commissioning of security guard services, the Lessee may employ a security services company with paid-in capital of at least NT\$40 million who has engaged in the security services industry for over 2 years and who has reported and registered with TAITRA. The fees for exhibition hall security guards will be decided by agreement between the Lessee and the security services company.
- II. Service Items of Exhibition Hall Security Guards:
  - (I) During Move-In and Move-Out Periods: Exhibition hall security guards are responsible for maintaining order during entrance into the hall as well as maintaining the security of personnel, vehicles, decoration



materials and exhibition items.

- (II) During Exhibition Period: Exhibition hall security guards are responsible for the security of the decorations and exhibition items, order in the exhibition halls, capacity control, and the checking and control of entry of children under 12 years of age.
- III. Principles for the Number of Assigned Security Guards during the Lease Period
  - (I) Sliding door security guard: Two persons/location (only during move-in and move-out periods).
  - (II) Next to Elevator and exits of Plaza Entrance: 1 person per entrance and exit (move-in and move-out periods)
  - (III) Indoor patrol security guards: One person/area.
  - (IV) Checkpoint security guards: Two persons for one checkpoint, three persons for two checkpoints, four persons for three checkpoints. Three checkpoints are used as the base for calculating the number of circulating security guards e.g. six persons for four checkpoints, i.e. four persons for three checkpoints plus two persons for one checkpoint.
  - (V) Night time security guards:
    - 1. First Floor: Two persons for one area, three persons for two areas, four persons for three areas and five persons for four areas.
    - 2. Second Floor: One person for one area.
  - (VI) Mobile security guards: The Lessee should assign additional guards as appropriate in large exhibitions where the number of visitors exceeds 10,000 per day.
  - (VII)The number of security guards assigned during early move-in or during extension of usage time, should be determined according to the principles set forth in the foregoing sub-paragraphs.

#### **Article 14 Control of Exhibition Hall Personnel and Vehicles:**

- I. During the lease period, the Lessee must cooperate with TAITRA to control the move-in and move-out of personnel:
  - (I) During Move-In and Move-Out Periods: All staff members must wear service badges as issued by TAITRA (or wear uniforms approved and provided by TAITRA) or work badges as issued by the Lessee in order to be granted entry.
  - (II) During Exhibition Period: Taipei World Trade Center Exhibition Hall Service Badges (with photographs) or exhibition decorator work badges holders, may be admitted into the exhibition halls during the first day of the exhibition, for purposes of modifying the booth decorations.
  - (III) Prior to the exhibition opening, the Lessee shall provide a sufficient



number of work badges to TAITRA staff members.

- (IV) TAITRA's contractors (including water and electricity, air conditioning, surveillance, authorized decoration contractors, vending machines, and food and beverage contractors, etc.) may be admitted by showing their building contractor identification badges or the work badges issued by the Lessee.
- II. During the move-in and move-out periods, the Lessee will cooperate with TAITRA in implementing controls on vehicles. The control of vehicles and applications relating thereto should be implemented in accordance with the "<a href="http://www.twtc.com.tw/db/images\_g1/m1.pdf">http://www.twtc.com.tw/db/images\_g1/m1.pdf</a>
  Regulations on Work at Taitra Venues". (<a href="https://www.twtc.com.tw/en/file/Safety\_E7-20170918.pdf">https://www.twtc.com.tw/en/file/Safety\_E7-20170918.pdf</a>)

#### **Article 15** Maintenance of Security:

- I. During the lease period, the Lessee and its water and electricity contractors must station personnel in a temporary office; such personnel being responsible for dealing with relevant issues. These personnel must provide mobile phone numbers and be equipped with walkie-talkies, and remain available for contact in an emergency.
- II. The Lessee shall be responsible for its portion of the water and electricity costs during the lease period, and for the construction costs of water and electricity installations. The Lessee shall also be responsible for safety during construction and use of electricity (or water).
- III. The configuration of booths and aisles
  - (I) The Lessee shall plan booth locations in accordance with TAITRA's standard floor plan. Prior to positioning the booths, the Lessee must forward booth floor plans to TAITRA for approval during the coordination meeting, which takes place 30 days prior to the start of the exhibition.
  - (II) The main aisle in the exhibition hall may not be occupied or displaced, nor may the other aisles be so used, whether for exhibition of items or other purposes, to ensure the aisles are available for emergency evacuations and escape. In addition, obstructions are not allowed within 3 meters of the emergency exits.
- IV. The Lessee shall control the number of visitors to ensure the safety and order of the exhibition hall as well as the quality of the exhibition.

#### V. Fire Safety

(I) The Lessee must prepare a sufficient number of fire extinguishers within the exhibition area. If there are violations of laws or regulations relating to public and fire safety resulting in public safety accidents or in the imposition of fines by fire safety agencies, the Lessee shall be held solely responsible.



- (II) Dangerous items and open-flame cooking are strictly prohibited in the exhibition hall. Flammable materials may not be brought into the hall; if necessary, the Lessee must apply for and obtain approval from TAITRA, in addition to signing an affidavit warranting that all participating vendors using open flames have procured public accident liability insurance, with the insured amount being not less than the amount required under the "Taipei Commercial Property Compulsory Public Accident Liability Insurance Implementation Regulations"; the Lessee must also reinforce safety measures and conspicuous markings.
- (III) Performances that produce flames or sparks are strictly prohibited in the exhibition halls. TAITRA may undertake any necessary actions to cease or remove such performances from the premises.
- (IV) The Lessee must supervise its participating vendors, contractors and decorators vis-à-vis fire safety. If fires occur as a result, the Lessee shall bear all legal liabilities and resulting damages.
- VI. Products used in performances should be reinforced with protective equipment, so as to avoid causing harm to the audience.
- VII. The Lessee should notify participating vendors prior, to place their food products and materials inside a sealed, sturdy container at the end of the exhibition each day, so as to ensure food safety.
- VIII.TAITRA may directly cease any endorsements, marketing events, or performances that violate public order, good morals, applicable laws or regulations and request improvements within a certain time frame. If necessary, TAITRA may inform relevant government agencies to provide assistance with respect to enforcement and management.
- IX. During the lease period, should the Lessee's debts, personal grudges, private disputes or other factors cause third parties to conduct protests, disturbances, or other irrational violent behavior inside or outside the exhibition halls, affecting the peace of the exhibition halls or offices, TAITRA will assist in gently persuading those third parties to leave and notify the police of the incident. Should issues attributable to the Lessee cause TAITRA to suffer losses, be sued, or suffer damages, the Lessee shall bear all liability for damages.
- X. The Lessee and its participating vendors may install additional surveillance cameras in the rental areas to maintain the security of its exhibition items and property. TAITRA shall not be responsible for the security of the property of the Lessee or its participating vendors.

#### **Article 16 Cleaning and Maintenance:**

I. Lessees who rent TWTC Hall 1 shall be responsible during the lease period for the cleaning of the rental area (include washrooms) and the cleaning and



removal of trash and decoration waste. The Lessee can commission TAITRA through a written notice before the pre-exhibition coordination meeting to hire a cleaning company for the work stated above. The required fees will be deducted from the exhibition hall security deposit.

II. The cleaning and removal of trash and decoration waste must be completed within 4 hours of the hand-over of the site, which itself must be returned in its original condition; failure to do so will incur additional venue exiting fees.

#### **Article 17 Safeguarding Air Quality:**

- I. The Lessee shall assign personnel to supervise decorators, participating vendors and visitors, ensuring they do not smoke in the rental area.
- II. To ensure public safety, the Lessee must implement air quality-control and venue capacity control in accordance with relevant laws and regulations. If carbon dioxide concentration in the rental area reaches 800 ppm, the Lessee must immediately notify TAITRA to turn on the ventilation system in the exhibit hall to improve air quality. If there is an excessive number of visitors in the rental area, which leads to levels of air quality lower than the legal requirements, the Lessee must immediately adopt appropriate control measures to limit the number of persons entering the exhibition hall. If public safety accidents occur or other liability issues arise as a result of the Lessee's failure to properly handle the situation, the Lessee shall be held liable.
- III. Where smoke, waste gas, dust, stench, irritant gas, organic chemical solvent contaminants, or other pollutants result from a participating vendor demonstrating or operating an exhibition item, the Lessee must supervise and urge the participating vendors to prepare pollution disposal equipment so as to ensure the problem is promptly and appropriately dealt with. If the participating vendor is unable to immediately deal with the pollution described above, the Lessee must immediately stop the participating vendor from conducting the demonstration and if necessary, terminate the participating vendor's exhibition.
- IV. Depending on the situation, TAITRA may dispatch personnel when necessary to open the exhibition hall's glass sliding door or the surrounding safety doors, so as to improve the exhibition hall's air quality.

#### **Article 18 Use of Public Facilities:**

I. During the lease period, if the Lessee causes damage to the exhibition hall or to its equipment or public facilities therein, the Lessee shall return the damaged equipment or facilities to their original condition or bear the responsibility of compensation based on price. If TAITRA initiates the repair of the damaged items, the costs arising therefrom, shall be borne by



the Lessee.

- II. With a prior application and approval given by TAITRA, the Lessee may use the VIP lounge and receive VIPs free of charge, for one hour during the day of the opening ceremony, during the exhibition period.
- III. If two or more Lessees displaying exhibitions apply for the use of the exhibition hall's public facilities, hallways and VIP lounge for the same time period, TAITRA will arrange for each such Lessee to share the use of such facilities. If sharing is impossible, TAITRA will coordinate the methods and time periods of use.
- IV. The Lessee may apply to pay for the use of the conference rooms, VIP lounges, rain canopy, hallways, or the other public spaces of TWTC Hall 1, in accordance with the "Exhibition Operation Manual."

#### **Article 19 Ticket Sales and Retail Sales:**

- I. The Lessee must report and pay taxes to the taxation authorities, with respect to its exhibitions and events. When issuing and selling admission tickets, the names of the exhibition or event, and the names of the organizer and co-organizer, must be clearly marked thereon.
- II. Exhibitions should primarily involve the display of products. If an exhibition requires retail sales, the Lessee should, in accordance with the rules, complete the "TAITRA Exhibition Hall Participating Vendor Information Form" three days prior to the start of the exhibition period, and attach a list of participating vendors, before sending the vendor form to the National Taxation Bureau of Taipei, Xinyi Branch, 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 to have occurred by the tax authorities, the Lessee shall bear all responsibility.
- IV. If the products of a participating vendor are imported, 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 the relevant laws and regulations, and the Lessee must also demand the participating vendors provide performance guarantees in accordance with the law.

#### **Article 20 Insurance:**

I. The Lessee shall bear all civil, criminal, and administrative liability in



connection with personal injury or death or property damage caused by indoor or outdoor promotional materials, booth design, decoration structures, and exhibition items set up for the exhibition or event held during the lease period. The Lessee must obtain public accident liability insurance that takes into account the type of exhibition, range of uses, scale and number of visitors. Insurance coverage shall be in effect from the first day of the Movein period to the last day of Move-out period. The insured amount must be no less than the amount required by the "Taipei Commercial Property Compulsory Public Accident Liability Insurance **Implementation** Regulations". If a copy of the aforementioned insurance policy is not delivered to TAITRA for filing 7 days prior to the first day of move-in period, the Lessee shall have no access to the exhibition area.

II. With respect to the exhibition items, indoor and outdoor signs, and booth designs and decoration structures etc., the Lessee and participating vendors must obtain all relevant insurances, such as fire, theft and flood. TAITRA will not bear any liability for losses suffered by the Lessee and participating vendors arising from typhoons, earthquakes, floods, heavy rains or other natural disasters.

#### **Article 21 Breach of Contract and Penalties:**

- I. Where a final decision by the courts or a final determination by other competent agencies finds an illegal use of the exhibition name or mark, TAITRA may permanently revoke the Lessee's eligibility to apply to TAITRA for event periods for the exhibition topic. If TAITRA suffers damages therefrom, the Lessee must provide compensation.
- II. The Lessee may not, without TAITRA's prior written approval, transfer or share the right to use all or part of the rental area for purposes of holding exhibitions or other events, with others. If the Lessee violates the foregoing, it shall be deemed to have breached the contract, and TAITRA shall be entitled to suspend the offending Lessee's eligibility to apply to TAITRA for event periods, for one year.
- III. In exhibitions held by the Lessee, if the exhibition items of participating vendors do not conform to the exhibition topic, TAITRA may impose penalties on the Lessee in accordance with the following penalty provisions: (VIII)Where the number of booths in violation constitutes 5% -10% of the actual exhibition area, an additional NT\$5,000 will be levied on each of the booths in violation.
  - (IX) Where the number of booths in violation exceeds 10% of the actual exhibition area, an additional NT\$5,000 will be levied on each of the booths in violation, and the Lessee's eligibility to apply to TAITRA for holding exhibitions with similar topics will be suspended for one



year.

- IV. No changes or additions may be made to the name of the exhibition without application to, and written approval from TAITRA. TAITRA will levy an additional NT\$500,000 (including tax) on Lessees in contravention of the preceding.
- V. If the displayed exhibition items or decorations of the Lessee and participating vendors encroach on the space of the aisles, TAITRA may impose an additional fee calculated at 1.5 times the venue fee of the area being encroached upon, on the Lessee.
- VI. With the exception of food exhibitions, the Lessee and its participating vendors may not set up food or beverage booths in the exhibition halls without TAITRA's prior written approval. TAITRA shall impose an additional fee of NT\$20,000 (including tax) on Lessees in contravention of the preceding.
- VII. TAITRA will periodically send staff to confirm whether the number of security guards in the exhibition halls is in compliance with the requirements of these Regulations. If insufficiencies are discovered, TAITRA will impose on the Lessee an additional NT\$2,000 per person lacking per instance (may be cumulatively calculated at the end of the lease period).
- VIII.During the exhibition period, participating vendors may not create noise over 85 decibels inside the exhibition halls (60 decibels on the second floor of TWTC Hall 1). In the event of violation, in accordance with the relevant rules in the "Regulations for Decoration in TAITRA Convention Centers and Exhibition Halls," TAITRA will deal with the matter in three stages: "issue a warning slip," "impose fines or additional fees on the Lessee," and "cut off the supply of electricity to booths in violation."
- IX. If the Lessee is unable to immediately remove air pollution caused by participating vendors in accordance with the requirements of these Regulations, TAITRA may impose an additional fee of NT\$10,000 (including tax); where the situation is severe, TAITRA may cut off the supply of electricity to terminate the exhibition or performance.
- X. If the Lessee is unable to actually supervise its participating vendors, contractors, and decorators to bring attention to fire safety, and thereby causes fire hazards, TAITRA may impose on the Lessee an additional fee of NT\$100,000 (including tax).
- XI. The following activities are strictly prohibited in the exhibition halls. TAITRA may carry out necessary actions, such as stopping or removing those in contravention, and may impose on the Lessee an additional fee of NT\$100,000 (including tax).



- (I) Performances involving flames and sparks.
- (II) Exhibits or events that are related to gambling or pornography.
- XII. It is strictly prohibited to use live animals in exhibition performances or for any purposes that include promotional activities. TAITRA may impose an additional fee of NT\$100,000 (including tax) on a violating Lessee. The foregoing shall not apply to a Lessee who has applied to and obtained TAITRA's prior approval.
- XIII. The Lessee's personnel, participating vendors and visitors are strictly prohibited from smoking or being shirtless in the exhibition halls, and from bringing animals into the halls. Where there are violations of the preceding and such violations have not ceased after TAITRA has notified the Lessee, TAITRA will impose an additional fee of NT\$1,000 per incident on the Lessee; fees may be cumulatively imposed.
- XIV.Other than the matters described above, if there are other instances of the Lessee and its participating vendors, contractors, or decorators violating these Regulations, the "Exhibition Operation Manual", or the "TAITRA Exhibition Hall Decoration Operation Regulations" (e.g. displaying exhibition items or decoration objects that obstruct public facilities such as fire hydrants, fire extinguishers/boxes, emergency exits, air quality detection devices, electrical control panels, and exhaust shutters, etc.; encroaching on other public aisles; stacking objects adjacent to air conditioners and vending machines), and such instances of violation have not ceased immediately after TAITRA's notification, TAITRA will impose on the Lessee an additional fee of NT\$5,000 (including tax) for each incident, and TAITRA may without notice correct such violations itself, the costs of which shall be borne by the Lessee.
- XV. Where the Lessee is issued a citation by the competent authorities for failure to comply with laws and regulations, the Lessee must bear all responsibility for such penalties, and TAITRA may impose on the Lessee an additional fee of NT\$100,000 (including tax), and depending on the situation, may require the violating Lessee to take measures for improvement. Failure to do so will entitle TAITRA to impose an additional fee of over NT\$100,000 and less than NT\$200,000 (including tax); such additional fees may be cumulatively imposed for repeated failures to improve matters. In severe situations, TAITRA shall be entitled to suspend the said Lessee's eligibility to apply to TAITRA for event periods, for one year.

#### **Article 22** Miscellaneous:

- I. Lessees renting these exhibition halls for other non-exhibition events shall also comply with the relevant rules of these Regulations.
- II. If there are unclear provisions in these Regulations, TAITRA retains the right





of interpretation.

III. These Regulations shall take effect from the date posted on TAITRA's official website (website address: <a href="http://www.twtc.org.tw/">http://www.twtc.org.tw/</a>).