

NON-EXHIBITION SPACE RENTAL GUIDELINES

Revised 2018.3.7

- Article 1. Taiwan External Trade Development Council (TAITRA) is responsible for the management of Taipei Nangang Exhibition Center, Hall 1 (Nangang Hall 1) as authorized by the Nangang Exhibition Center Management Contract signed with the Ministry of Economic Affairs (MOEA). The exhibition halls on the first and fourth floors of Nangang Hall 1 (hereinafter referred to as "Ground Floor Exhibition Hall" and "Sky Dome Exhibition Hall"), in addition to being used by TAITRA for its international exhibitions, are also available for rental by other organizations (hereinafter referred to as the "Renter") during unused event periods; The rental of Ground Floor Exhibition Hall and Sky Dome Exhibition Hall shall be handled in accordance with these Guidelines.
- Article 2. The Ground Floor Exhibition Hall of Nangang Hall 1 has three areas: I, J, and K; Sky Dome Exhibition Hall has three areas: L, M, and N. Each exhibition hall may be rented as a whole or by area, but a minimum of one area must be rented. Rent is calculated by number of areas. If the Renter uses less than 1 area, the rent for 1 area will be charged. If the Renter uses more than 1 area but less than 1.5 areas (half of the exhibition hall), the Renter will be charged for 1.5 areas. If the Renter uses more than 1.5 areas but less than 2 areas, the Renter will be charged for 2 areas. If the Renter uses more than 2 areas but less than 3 areas, the Renter will be charged for 3 areas. The Renter must obtain approval from TAITRA for the planned use of any areas.
- Article 3. Exhibition hall rental shall be handled according to the following procedures:
- A. The Renter (including organizers of large conferences, concerts, sports events, banquets, and artistic performances) shall fill out Event Application Form for Showground Reservation at least 6 months before the activity, and shall attach a copy of the business license, tax statements, and activity proposal, in order to apply for an event period reservation.
 - B. After receiving the Renter's application for a reservation, TAITRA will review the Renter's eligibility and related documents. Once the application is approved and an event period is scheduled, TAITRA will immediately notify the Renter, reminding them to pay the venue down payment and sign the rental agreement before the specified

- deadline. Where the Renter fails to pay the deposit and sign the agreement before the specified deadline, TAITRA reserves the right to revoke the Renter's renting eligibility.
- C. TAITRA will only reserve an event period after having officially received the Renter's reservation form and down payment. Prior to signing the agreement, the Renter shall not assert that Nangang Hall 1 is the event venue in any media or promotional materials, and the Renter may not announce that TAITRA is the co-organizer of the event. If the Renter makes such claims, they will be held solely responsible for any legal issues that may arise, and TAITRA shall be indemnified against all liability.
 - D. The Renter must submit the floor and elevation plans (including stage and seating plans) for the event venue, as well as the fire safety plan and the traffic maintenance plan to TAITRA for review at least 30 days before the starting date of the rental of the venue.
 - E. If an event period is needed for an exhibition before the Renter has submitted the application and paid the down payment, TAITRA will give priority to the exhibition, and the Renter may adjust its event period accordingly.
 - F. If the rental of a venue risks damaging facilities or endangering public safety, TAITRA may refuse to rent out the venue.

ARTICLE 4. RENTAL FEE PAYMENT REGULATIONS

The Renter shall pay the following fees to TAITRA by cashier's check, sight check, wire transfer, or cash:

- A. Rental fee: Includes the rented venue, lighting, and air conditioning (not provided during setup and dismantling periods), public areas, and cleaning for sanitary facilities (restrooms). Payment shall be carried out as follows:
 - (A) Down payment: 40% of the total rental fee, to be paid upon confirmation of the event dates.
 - 1. If the Renter needs to cancel the booking, they must alert the TAITRA with a written notice no later than 90 days prior to the start of the rental period. The down payment already paid can be postponed and used for the same event next year or a new event. If no event is held the next year, the paid down payment will not be refunded.
 - 2. If the Renter reduces the rental period or area size, the down payment will still be collected based on the time and area in the application, and the difference will not be refunded.
 - (B) Balance: 60% of the total rental fees must be paid no later than 1 month prior to the start of the rental period.
 - (C) The minimum rental period between 07:00 and 24:00 is 8 hours (a period of less than 8 hours shall be charged as 8 hours). During the event period, the minimum rental period is 4 hours (a period of less than 4 hours shall be charged as 4 hours). Overtime for less than one hour is counted as one hour.
- B. Security deposit: 20% of the total rental fees must be paid 2 weeks prior to the start of the rental period. The minimum security deposit is NT\$400,000.

- (A) If the Renter complies with the provisions of these Guidelines, the deposit minus related fees will be refunded without interest after the event is concluded.
 - (B) Fees or fines resulting from the Renter failing to comply with the provisions of these Guidelines will be deducted from the deposit (e.g. fees incurred by TAITRA on behalf of the Renter for cleanup, repair or employment of security personnel resulting from the Renter's failure to complete cleanup procedures (see Article 6 for details), or timely removal of activity items, trash, waste or decorations from the exhibition halls, and failure to implement crowd control at the venue in accordance with TAITRA's requirements, etc.).
 - (C) If the deposit is not enough to cover all fees, the Renter shall pay the remaining amount of fees within 1 month after the end of an activity. The Renter may not rent any other venue managed by TAITRA before paying the outstanding fees.
- C. Rental Surcharges:
- (A) If the Renter needs to cook during the activity, the Renter must first submit an application and obtain approval from TAITRA for permission to cook food within the designated area. A venue maintenance fee will be charged for the designated area in accordance with the Venue Rental Charging Standards. The Renter is solely responsible for cleanup of the area designated for cooking (please refer to Article 6 of the agreement).
 - (B) Air conditioning is not provided during move-in and move-out periods. If the Renter needs to apply for air conditioning during the move-in and move-out period, the Renter must obtain approval from TAITRA and will be charged according to the time and area air conditioning is to be provided (in accordance with the Venue Rental Charging Standards). The air conditioning fee will be deducted from the Renter's deposit.
 - (C) Extended move-in and move-out periods or activity time: The Renter will be charged according to the actual number of hours extended and number of areas (in accordance with the Venue Rental Charging Standards, with a minimum of 1 hour for 1 area). The fee will be deducted from the Renter's deposit.
 - (D) If the event takes place on Saturday, Sunday or national holidays, or the move-in and move-out periods fall from 07:00 on Chinese New Year's Eve to 24:00 the day after Chinese New Year, an additional 20% of the rental fee will be charged (according to the number of hours rented, periods under 1 hour will be charged as 1 hour). Holidays are announced by the Directorate-General of Personnel Administration, Execution Yuan.
 - (E) The renter shall pay the water, electricity, and air conditioning fees during the event period in accordance with the actual amount used.
 - (F) Floor cleaning fees for the rental period will be collected and paid by the Exhibition Hall, please refer to the Venue Rental Charging Standards (please refer to Article 6 of the **Agreement** for the cleaning areas).

Article 5. STAFF ASSIGNMENTS

The renter must assign a representative on site to oversee the affairs during the entire rental periods. Assigning sufficient number of cleaning staff, paramedics, emergency response team, traffic control volunteers, and security guards to ensure that the venue is clean, safe, and orderly during the event is also required.

Article 6. CLEARING/CLEANING RENTED SPACE

- A. In cases when cooking is permitted, the renter must take responsibility for safety and sanitation of the cooking area, including cleaning and removing of grease stains from the floor and garbage (e.g., wine bottles, beverage cans, used tableware, food waste, etc.). Please note that all cleaning must be completed within the given deadline.

- B. Assigned Areas of Responsibility : TAITRA will be responsible for clearing of trash of livelihood and cleaning of public areas and restrooms of the Exhibition Hall.
The renter will be responsible for cleaning of the rented space and adjacent surroundings and clearing of all their belongings, material waste and residues, including oil stains, waste of decorative materials, food waste, and event bouquets.

Article 7. WATER & ELECTRICITY USE

- A. Payment for water, electricity and air-conditioning used during the rental period must be settled within 10 days after the event ends.
- B. All utility contracted staff must wear uniforms or work vests, and wear a helmet with work permit. Smoking, chewing betel nut, and drinking (alcoholic beverages) are strictly prohibited in the hall
- C. Utility service contractors must fill in the affidavit of the Exhibition Hall and the notice for the sources of transmission of electricity/water/air to the exhibition site. TAITRA employees shall cooperate with utility service contractors in the implementation of pre-examination of malfunction to confirm that the use of electricity is safe before the contractor supplies electricity, water and compressed air. In that way, the rights and interests of both parties are protected.
- D. All types of fuel-powered generators are prohibited at the exhibition hall.

NOTE : Any utility installation work (i.e., water, electricity and air-conditioning) must be handled by an Exhibition Hall-contracted utility service company.

Article 8. SAFETY PRECAUTIONS

- A. In order to prevent occupational hazards and to ensure the safety of workers, the renter must abide by the worker safety laws and regulations established by the government. In addition, the renter must conduct construction work in accordance with the Exhibition Hall's "Rental Space Preconstruction Standard Operating Procedures" and "Rental Space Construction Safety & Health Management Guide", as well as the proper

filing of “Accident/Incident Investigation Report”.

- B. During the rental period, the renter must follow the Exhibition Hall’s applicable regulations for hiring security guards, and defining their duties must be in accordance with the regulations set forth by TAITRA in order to maintain safety in the venue. Renter’s staff and workers must also abide by the direction of the internal supervisor.
- C. The renter must submit to TAITRA for review no later than 30 days prior to the rental start date their Site and Elevation plans, as well as their evacuation route plan, details of types and scope of their program, use of the event space, safety and protective measures, documents supporting use of non-inflammable materials for decorations, and Fire Prevention and Protection plan. TAITRA in turn will forward these documents to the Taipei City Fire Department, Nangang Branch for examination.
- D. All types of open flame performances are prohibited according to the law in Hall 1 of the Taipei Nangang Exhibition Center. In the event that the renter has special demands for making an open flame performance that generates flames or sparks, that renter is required to file an application on their own initiative with the fire regulating authorities before the event and simultaneously submit a copy of the aforesaid application (including attachments) to TAITRA; TAITRA may approve the performance only after the renter obtains an official approval letter from the fire regulating authorities.
- E. The renter must observe regulations for vehicle use supervision and control during setup and dismantling periods. For vehicle use supervision and control as well as vehicle entry application, please refer to the “Nangang Exhibition Hall Operational Instructions & Requirements” and the “Regulations on Work at TAITRA Venues”.
- F. Smoking is prohibited at the exhibition site to maintain the safety of the site. Offenders will face the following punishments:
 - 1. First time offender→A warning will be issued without recording penalty points, and the decoration contractor will be asked to reprimand the employee who smoked.
 - 2. Second time offender→A warning will be issued and 1 penalty point will be recorded.
 - 3. Third time offender→A warning will be issued and 2 penalty points will be recorded. Each subsequent smoking incident will result in an incremental penalty point. The penalty points shall be recorded against the contractor with whom the smoker is employed; once three points have been recorded against the contractor, the contractor will lose its membership qualifications for 1 year, and will be prohibited from entering Hall 1 of the Taipei Nangang Exhibition Center for construction work until it receives new membership.
- G. The renter will be responsible for the safe keeping of their personal belongings and equipment. TAITRA will not be liable for any item lost, and thereby any claim for compensation has no merit.
- H. The renter must abide by the Fire Prevention Act. Any backdrop, curtain, and

decoration used during the event must comply with applicable regulations for use of non-inflammable material (non-inflammable mark on material may serve as proof.). Walkways, passageways, and exits and entrances must not be blocked at any time. The renter and/or their contractor(s) will be responsible for property loss or casualties resulting from failure to follow the aforementioned regulations. In such instance, the renter and/or their contractor(s) will have to bear responsibility and compensation.

- I. If a column on the rented area will be decorated for an event, the renter must submit a corresponding design layout of the column which should be in accordance with the procedure provided in the “Regulations on Work at TAITRA Venues”. Only upon approval and confirmation by TAITRA that no fire prevention facilities are blocked can the renter proceed with their plan. In case of any damage to the column, the renter will be liable for compensation.
- J. If the event to be held charges an admission fee, the renter will be required to secure a written approval from TAITRA and to inform the tax bureau of their activity before the event start date. Also, each ticket must bear the following :
 - (A) When the event has already started, latecomers should first approach the reception to secure permission to enter.
 - (B) Without prior permission, no picture taking, audio recording, or videotaping will be allowed inside the venue.
 - (C) Smoking is NOT allowed inside the venue. Visitors also are prohibited from bringing food, alcoholic drinks, canned and bottled beverages, pets, and other hazardous items into the venue.
 - (D) Disruptive behavior inside the venue which may undermines orderliness and safety is prohibited.
 - (E) Visitors (ticket holders) must abide by the Exhibition Hall’s rules and regulations posted at the entrance and exit.
- K. In the event that the stage setup or the work environment involves scaffolding, the workers using the scaffolding must wear helmets, fasten safety belts, and comply with other safety-related measures. In case of a death or injury of a worker or loss of property, the renter and its contractor shall take responsibility of their own accord and will be held jointly liable for damages.

Article 9. CHANGES/CANCELLATION

- A. Instructions and conditions for cancellation/change of reserved date, termination of contract, or reduction in reserved period and/or area to be rented :
 - (A) Cancellation of bookings, change of bookings, or termination of lease
In the event that the renter needs to cancel a booking, change a booking, or terminate the lease, it must inform TAITRA with a written notice no later than 90 days prior to the beginning of the lease period. The paid down payment can be postponed and used for the same event next year or a new event. If no event is held the next year, the paid down payment will not be refunded.

(B) Reduction of rental area or rental period

In the event that the renter intends to reduce the rental area or shorten the duration and provides TAITRA with written notice 45 days prior to the start of the rental period, the deposit for the venue fees will still be charged according to the original rental area and duration. Any differences will not be refunded. The remaining venue fees will be charged in accordance with the actual area and time used.

- B. In the event that the renter intends to reduce the rental area or shorten the duration and provides TAITRA with written notice within 45 days prior to the start of the rental period, the down payment for the rental fees and the balance will be charged according to the original rental area and duration.
- C. In case of mechanical failures, typhoons, earthquakes, rain, or other natural disasters, force majeure, or for reasons beyond TAITRA's control resulting in interrupted or discontinued power supply to air-conditioning, elevators, escalators, illumination, or power service during the rental period, TAITRA will carry out repairs as soon as possible, but will not be liable for compensation.
- D. In the event that the land on which the exhibition hall was built is withdrawn by the central governing authority, making it impossible for the renter to use all or part of the venue or facilities, TAITRA will return the paid fee without interest pro rata for the remaining part and rented period (including the fee received for the space rental as well as the security deposit), and will assume no other responsibility.
- E. If the renter fails to make a down payment and complete the signing of the contract by the prescribed date of payment, TAITRA will move to cancel their reserved date without prior notice. If the renter fails to settle the balance for the rental space fee by the prescribed date of payment, TAITRA will move to cancel their reserved date and terminate the contract without prior notice. And all the fee received will not be refunded.
- F. In case of any unforeseen events, such as typhoons, earthquakes, other natural disasters or force majeure leading to the suspension of work on the day of the event, the renter will have to decide whether or not to hold the event as scheduled. The renter also will have to notify TAITRA there and then of their decision and inform other concerned parties through various forms of media and communication. In the event that the Taipei City Government announces work and school cancellations, the event may be postponed for 1 day, but the postponement will be subject to the availability of the venue.

Article 10. INSURANCE REQUIREMENT

- A. To protect the renter against accidents and liability claims, a public liability insurance coverage is required for the duration of rental period (including the periods for set-up and dismantling of materials for the event). The renter shall purchase public accident liability insurance (including the liability for a death or injury of a worker or loss of property caused by accidents relating to the indoor and outdoor signs and design or

decoration structure in regard to the stage, exhibition items, or elevator/escalator) with sufficient coverage by taking into account the form, scale, and number of visitors of the event. The type of insurance and the minimum insured amount may not be less than the amount prescribed in the Taipei Commercial Property Compulsory Public Accident Liability Insurance Implementation Regulations. The renter must send a photocopy of the insurance policy to the Exhibition Hall for record keeping 5 days prior to the setup period. The renter is also required to purchase insurances against fire, burglary, and water damages to the signboards and related designs and decoration structures inside and outside the venue.

- B. The renter and their contractors must take sole responsibility for all compensations and legal liabilities arising from any property damage, personnel casualty, or compromised activities at the venue due to various factors involving stage construction, lighting, audio-visual facilities, wall fixtures, special effects, and decorations.

Article 11. OTHER REQUIREMENTS

- A. Walkways (6.1 meters wide) between different areas of the venue must be accessible at all times for emergency use. The renter may not occupy these areas for putting up exhibits or for other purposes. The renter is also prohibited from occupying public walkways. The Site plan for the event must be submitted to TAITRA for approval before the given deadline.
- B. The renter must file with the taxation bureau any tax payment related to the event's activities. If admission tickets are to be sold during the event, the renter must bear the title of the event and name(s) of the organizer(s), and co-organizer(s).
- C. The renter must obtain permission from the appropriate authority in advance to conduct any special activity inside or outside the Exhibition Hall. A copy of the permit must be forwarded to TAITRA for record keeping no less than 14 days prior to the event start date. All terms and conditions indicated in the permit must be strictly followed. Adherence to existing statutes and regulations are also required.
- D. Rentals for cooking events are subject to prior application and permission to use a designated area for such activity. The renter must take sole responsibility for the safety, sanitation, and cleaning of the area(s) after the event.
- E. The renter and their contractor(s) must follow the procedures set forth in the "Nangang Exhibition Hall Operational Instructions & Requirements" and the "Regulations on Work at TAITRA Venues". Any violation shall be subject to a penalty.
- F. The renter will be responsible for restoring any damage made to facilities of the Exhibition Hall during the rental period, or compensating for actual damage costs. The renter will also be liable for any legal liabilities resulting from accidents, casualties, property damages and bodily injuries.
- G. To ensure optimal safety and quality of the Exhibition Hall, the renter should control the number of visitors entering the venue.
- H. If the work hours for the construction and/or decoration for the event must be extended,

the renter may formally apply with TAITRA for an extension of working hours, but the application must be submitted before 4:00 pm of that day. The renter should pay for all additional costs related to the extended use of the venue.

- I. The maximum weight capacity of the Ground Level is 5 tons per square meter. The requirements for trucks and cargoes entering this area are as follows: 20 tons for two-axle trucks and 43 tons for trucks with more than two axles. To prevent damage to the Exhibition Hall's floors and structures, TAITRA will reject entry of any single exhibit (including non-machinery equipment) with weight exceeding the aforementioned limits into the venue. In the event that such move in causes damage to the floors and/or structures, the renter will be liable for compensation, and all consequences. The renter should require independent contractors and other related parties to strictly comply with the regulations in order to ensure public safety.
- J. The maximum weight capacity of the Upper Level is 2 tons per square meter. The requirements for trucks and cargoes entering this area are as follows: 15 tons for two-axle trucks and 35 tons for trucks with more than two axles. To prevent damage to the Exhibition Hall's floors and structures, TAITRA will reject entry of any single exhibit (including non-machinery equipment) with weight exceeding the aforementioned limits into the venue. In the event that such move in causes damage to the floors and/or structures, the renter will be liable for compensation and all consequences. The renter should require independent contractors and other related parties to strictly comply with the regulations in order to ensure public safety.
- K. If the renter plans to set up a temporary structure outside the Exhibition Hall for their event. A prior permission from TAITRA is required, and a permit for the construction of the temporary structure should be applied for and obtained from the Department of Urban Development, Taipei City Government in compliance with applicable government regulations.
- L. TAITRA reserves the right to enter any event or exhibition at anytime to take photos or other visual recordings to use in future promotion materials, and as such the lessee agrees to offer complete cooperation in granting access.
- M. In accordance with the Taipei Noise Restriction Regulations, grapple truck operations outside the exhibition site must be finished before 10 p.m.
- N. During the conference or exhibition period (including but not limited to decoration or dismantling of the site, rehearsal, audio/visual tests, and activities), should debts, personal grudges, private disputes or other factors cause third parties to conduct protests, disturbances, or other behaviors inside or outside of the Exhibition Hall and thereby affect the proceedings of the conference or exhibition, the Exhibition Hall will exercise its management duties to gently persuade those third parties to leave the premises. In the event that the third parties do not make improvements after several attempts, the Exhibition Hall will be entitled to notify the law enforcement authorities and may terminate the proceedings of the conference or exhibition; in which case the renter may not request a postponement or change of the rental period, nor may it

request a refund of paid expenses. However, in the event that the incident is attributable to the renter and causes damages to other renters or incurs lawsuits against the Exhibition Hall or losses, the renter shall be fully liable for all damages.

Article 12. PENALTIES

Incidents of the following nature will be duly documented, and those found to have seriously violated the conditions and requirements stipulated in the contract and agreement (including violations against fire prevention regulations and public safety) will be grounded for a two-year suspension of the renter's eligibility to use any TAITRA-managed venue.

- A. Any construction of stages, structures, and facilities, or setup of decorations for the event that is blocking or has blocked safety prevention equipment and/or source like fire hydrants, fire alarm panels, fire extinguishers/boxes, emergency exits, air quality detectors, and electrical switch boxes, or if the renter fails to comply with regulations stated under Safety Precautions of this Guidelines document and fails to immediately cease or improve any violation following receipt of notice from TAITRA, the renter will be subject to a fine of NT\$ 5,000 for each instance. In the event that the said violation has not been immediately remedied, TAITRA will forcibly clear the blocked area(s). The renter will be liable for any citation and/or fine imposed by the fire department for violations of public safety and/or claims for any accident arising from such.
- B. If the renter will engage in selling products at their event, a notice must be filed by the renter with the taxation bureau in advance, and must issue a receipt for each transaction made or amount received on site.
The renter will take sole responsibility for failure to issue a receipt and any legal liability. In addition, TAITRA will impose a fine of NT\$ 5,000 for failure to issue a receipt for every sale, and this amount will be deducted directly from their security deposit.
- C. The renter should ensure that their partners, contractors, and decorators adhere to all fire prevention and public safety requirements. In case of fire, the renter will be subject to not only a fine of NT\$ 100,000 for each of the Area either on Ground or Upper Level, but will also be liable for compensation for any losses and/or litigation.
- D. Material contents for use in the event which have been altered and thus different from the ones submitted following the application of the rental space, or programs to be presented which are banned due to violations concerning presentation of prohibited activities will be considered a serious breach of agreement. In such case, TAITRA will move to terminate the rental contract without prior notice, and all fee received will not be refunded.
- E. No changes, alterations, or insertions should be made to the event's title and/or the format of the event without prior written permission from TAITRA. In addition, all contents in the handouts, fliers, and other advertising materials should be similar to the ones submitted following the application for rental space. Any violation of this nature is considered a serious breach of agreement. In such case, TAITRA will move to terminate the rental contract without prior notice, and all fee received will not be

refunded.

- F. The renter must refrain from using an event title and/or a logo belonging to others. In such instance, TAITRA will demand the renter to rename their event and/or replace their logo before a given deadline. Failure to do so will result in termination of their rental contract, and all fee received will not be refunded.
- G. The renter will not be allowed to sublet or lend all or part of the rented venue for any type of events without a written request for permission from TAITRA. Any violation of this provision is considered a breach of agreement. In such instance, TAITRA will move to terminate the rental contract without prior notice, and all fee received will not be refunded.
- H. The renter will be strictly prohibited from staging any performance involving the use of flames or fireworks, or having an Adult Video (AV) performer to serve as the host of the event or as an endorser of their product in any of the venues directly managed by TAITRA. Any violation of this provision will be deemed a breach of agreement. In such instance, TAITRA will move to unilaterally terminate the rental contract, and all fee received will not be refunded. This also will be grounds for a two-year suspension of the renter's eligibility to use any TAITRA-managed venue.

Article 13. DEFINITION

In the event of a dispute as to the definition or scope of a provision in this Event Space Rental Guidelines document, TAITRA will invoke its ultimate right to decide the outcome with finality.

Article 14. ENFORCEMENT

The guidelines mentioned above will be enforced starting from the date of promulgation. Other issues not covered herein will be addressed by TAITRA, and make appropriate announcement of any changes to this document.