



SHOW ROOM LEASING AGREEMENT FOR THE TRADE MART OF THE TAIPEI WORLD TRADE CENTER

2010

This Agreement is made this _____ day of _____, 20____ by and between the Taiwan External Trade Development Council (hereinafter referred to as "Party A") and _____
(hereinafter referred to as "Party B").

WHEREAS, Party B wishes to lease show room(s) at the Trade Mart in the Exhibition Hall of the Taipei World Trade Center operated by Party A;

AND NOW, THEREFORE, the Parties hereby enter into this Agreement and agree to the following terms and conditions:

ARTICLE I

The terms used in this Agreement are defined as follows:

- (1) The "Hall" shall mean the Exhibition Hall of the Taipei World Trade Center operated and managed by Party A under the commission of Ministry of Economic Affairs.
- (2) The "Agreement" shall mean the provisions of this Show Room Leasing Agreement and the attachments to this Agreement.
- (3) The "Trade Mart" shall mean the exhibition premises in the Hall provided by Party A to domestic and foreign businesses and manufacturers specifically for the long-term exhibition and promotion of their products and/or services.
- (4) The "Show Room(s)" shall mean the numbered Show Room(s) referred to in Article II of this Agreement.
- (5) The "Commencement Date of the Lease for Use" shall mean the commencement date of the period of lease for use referred to in Article II of this Agreement.
- (6) The "Rental" shall mean the fees including tax paid by Party B to Party A in accordance with Article IV of this Agreement.
- (7) The "Deposit" shall mean the deposit delivered by Party B to Party A pursuant to Article VII of this Agreement to ensure the performance of this Agreement.

ARTICLE II

- (1) Party A hereby agrees to lease _____ Show Room(s) No. _____ in Area _____ of the _____ Floor of the Hall and its facilities to Party B for displaying its products and/or promoting its services. The period of use under this Agreement shall be _____



year beginning from _____ to _____. However, Party B is afforded an additional pre-rental period(including weekends and holidays)for decoration during which time no Rental will be charged. For those who use one Show Room, the free decoration period shall be 7 days; for two Show Rooms, 10 days; and for three or more Show Rooms, 15 days. If Party B fails to complete the decoration work within the period designated by Party A, Party B may request for an extension. However, such an extension shall not be free of Rental, neither shall it last for more than 30 days after of the Commencement Date of the Lease for Use.

- (2) Party A may negotiate with Party B, one month before the expiration of this Agreement, to renew the Agreement, after determining that Party B has neither breached this Agreement nor violated any relevant regulations, or had record of breaches of the relationship of harmony that may have adversely affected the lease for use relationship during the period of Party B's show room lease.

ARTICLE III

The products exhibited and/or the services promoted by Party B shall be the following:

ARTICLE IV

- (1) During the term of this Agreement, Party B shall pay Party A, the Rental, the amount of NT\$_____ (inclusive of 5% Value Added Tax) per month. Party B shall issue six checks with a local bank as the payer to Party A upon the execution of this Agreement, and the amount of each check shall be equivalent to two months' Rental. The first payment check shall be payable on the Commencement Date of the Lease for Use, while the rest of the payment checks shall be postdated and payable in every two months thereafter.
- (2) If Party B is entitled to a preferential rate promulgated by Party A from time to time, the aforesaid Rental will be the amount after the discount with VAT.
- (3) If Party B is unable to issue six checks with a local bank as the payer to Party A upon the execution of this Agreement, the Rental may be paid every two months by cash or T/T. The first payment shall be made on or before the Commencement Date of the Lease for Use.



ARTICLE V

If any check delivered by Party B is dishonored, Party B shall forthwith pay the outstanding amount by cash. Any default in payment of the Rental, Deposit, or any other charges due and payable by Party B under this Agreement shall subject Party B to a late payment penalty of 1% of the amount in arrears for every two days of delay. If the cumulative amount of defaulted payments exceeds the sum of two months' Rental, Party A may terminate this Agreement in accordance with Article XXIV hereof.

ARTICLE VI

Except the Rental stipulated in Article IV, Party B shall pay all other charges, such as those for miscellaneous repairs, or power supply of the Show Room (hereinafter collectively referred to as "Other Charges"), on or before the deadline set forth in Party A's payment notification every two months. Any default of such payment may lead to termination of this Agreement by Party A in accordance with Article XXIV hereof. In the event that Party B is in default for more than 10 days from the due date of such payment, Party A may shut down the power supply as well.

ARTICLE VII

- (1) Upon the execution of this Agreement, Party B shall pay Party A NT\$50,000 as the Deposit for each Show Room. However, if Party B cannot deliver all payment checks in one time covering one full year's Rental upon the execution of this Agreement, its Deposit shall be in an amount equivalent to four months' Rental. Party B may make the payment by cash or T/T. Nevertheless, no reduction of the Deposit may be made during the term of this Agreement, even if Party A decides to scale down the monthly Rental afterwards.
- (2) The Deposit is to guarantee the performance of Party B's obligations and liabilities under this Agreement, including the payment of Rental, Other Charges, penalty, delay interest, and compensation for damages. If Party B fails to pay any of such Rental, Other Charges, delay interest, penalty or compensation for damages, Party A may deduct the unpaid amount from the Deposit.
- (3) Upon the termination or expiration of this Agreement and unless in the case described in paragraph (2) of Article XXIII herebelow, the balance of the Deposit shall be returned to Party B without interest in ten business days after Party B pays off any fee or charges mentioned above and returns the Show Room(s) in its/their original condition to Party A.



ARTICLE VIII

- (1) Party B may neither transfer, lease, lend in whole or in part, or mortgage the Show Room(s) and the facilities therein to any third party, nor use the same under the name of a third party, or engage in or provide for a third party to engage in any illegal activity. In the event of any violation of above provisions, Party A may terminate this Agreement pursuant to Article XXIV hereof.
- (2) If Party B is a trade guild, association or any other trade promotion organization registered with or recommended for show room lease by the Ministry of Foreign Affairs, the Ministry of Economic Affairs, or the Ministry of Interior, it may display a third party's mark(s) or symbol(s), in addition to its name in the Show Room(s), for the purpose of displaying or promoting products and/or services of the third party, and is not considered as a breach of this Agreement.

ARTICLE IX

If no renewal is concluded before the expiration of the term of this Agreement or if the Agreement is terminated for any reason, Party B shall, within 5 days (including weekends and holidays) of such expiration or termination, remove all articles on display and the decoration, and return the Show Room(s) in their original condition to Party A. Failing so, Party A may stop electricity and air-conditioning supply or services, and repossess the Show Room(s); any goods and articles left in the Show Room(s) shall be deemed abandoned and may be disposed of by Party A. Party A may deduct any amount in arrears and all expenses in restoring the Show Room(s) to their original condition against the Deposit. Party B shall also be held liable for any deficiency after such deduction.

ARTICLE X

Regardless of whether Party A notifies Party B to vacate the Show Room(s), this Agreement shall be deemed not renewed at all unless the renewal procedures have been completed by Party B and Party A before the expiration of its original term. In such an event, Article IX hereof shall apply.

ARTICLE XI

- (1) If Party B wishes to terminate this Agreement before its expiration, it shall do so by giving a one month prior written notice to Party A and paying one half month's Rental (referred to the amount without any preferential discount) as a penalty to Party A. If the termination hereof occurs before the end of any month, the Rental payable for that month shall be calculated as follows:



Rental payable = monthly Rental (inclusive of VAT) x actual number of days before the return of the Show Room(s) (returning date included) ÷ 30.

- (2) If Party B wishes to terminate this Agreement before the Commencement Date of the Lease for Use, it shall do so by giving a prior written notice to Party A and paying one half month's Rental (referred to the amount without any preferential discount) as a penalty to Party A. Party B shall vacate and return the Show Room(s) in its / their original condition to Party A pursuant to Article IX of this Agreement, if it has accepted the delivery or even undertaken the decoration work of the Show Room(s).

ARTICLE XII

If for some reason Party A fails to deliver the Show Room(s) to Party B on the Commencement Date of the Lease for Use, the Rental may be reduced in proportion to the length of the delay against a 30-day month by which the Rental is calculated. No other request may be made by Party B.

ARTICLE XIII

Party B shall be responsible for the safekeeping of its articles on display, furniture, and property etc., and shall, as it deems necessary, procure relevant insurance, such as fire, theft, public accident liability, and natural disaster insurance, so as to cover all personal and property damages which Party B may sustain during the term of this Agreement. Party A may procure fire insurance and public liability insurance in regard to the Hall and its facilities as it considers necessary.

ARTICLE XIV

- (1) Party B shall peruse the "Noteworthy Matters for Showroom Decoration/ Renovation of TWTC Trade Mart" attached hereto, and sign the "Letter of Guarantee for Showroom Decoration / Renovation" incorporated therein and return it along with the construction plan to Party A for approval before the decoration/ renovation work starts. If any breach of these Noteworthy Matters is not rectified within the time frame set by Party A, Party A may terminate this Agreement immediately.
- (2) All materials used by Party B for decorating the Show Room(s) including those used in partitions, ceilings, wall carpets, floor carpets and any other decoration must be made only of fire-resistant or fire proof materials. The Show Room floor must be covered with wall-to-wall carpet provided by Party B. All floor coverings must be made of fire-resistant or fire proof materials. If Party B fails to use the



above materials, Party A may demand Party B to change its decoration within a given period of time, with all related expenses being paid by Party B. If Party B fails to change the decoration according to Party A's request, Party A may terminate this Agreement immediately.

- (3) If the partition of two or more adjacent Show Rooms being leased to Party B needs to be dismantled, the dismantling work shall be undertaken by Party A, provided that Party B shall submit an application to party A in advance. When this Agreement expires or is terminated, Party B shall submit an application for restoration of the Show Rooms to Party A in advance and the work shall be undertaken by Party A as well. The cost of such restoration, including that of relocating the relevant equipment, shall be borne by Party B and shall be calculated based on the prevailing "Price List for Repair and Restoration of TWTC Trade Mart Show Room Facilities" at the time the dismantling or restoration of partition is being undertaken, and shall be paid in full at the time of the application.
- (4) Party B shall use and maintain the Show Room(s) and the facilities of the Hall with the due care of a good administrator. If any looming or existent hazard or damage to the Hall or any injury to persons or damage to property or any action adversely affecting the security of the exhibition or business activities of other Lessees, is caused by the improper use of electricity or inferior quality of or improper use of the equipment installed or products displayed by Party B, or by an intentional act or negligence of Party B, Party B shall be solely liable for such violations. If the Hall or its facilities are damaged as a result thereof, Party B shall pay the damages according to the market value of the damaged property, and shall be responsible for other related damages or losses as well.

ARTICLE XV

Party B is required to dispatch personnel to be stationed in the Show Room(s) to attend to matters during exhibition hours, and shall display products, promote services and engage in relevant transactions only in the Show Room(s) specified in Article II. Party B shall be solely responsible for all legal consequences and liabilities of such transactions.



ARTICLE XVI

Party B shall use the display window of the Show Room(s) to exhibit products or remark service items. The products on exhibition or the service items on remark shall not exceed the scope specified in Article III of this Agreement. Party B shall appropriately maintain the space used to exhibit the products in a condition as being appropriate for exhibition. In addition, the Show Room(s) cannot be used for storage.

ARTICLE XVII

Party B shall not change or remodel any of the original facilities of the Show Room(s). The repair and maintenance cost for any loss or damage to such facilities due to force majeure causes shall be borne by Party A. Party B shall use and maintain the original facilities in the Show Room(s) with the due care of a good administrator and shall be responsible for the repair costs incurred as a result of Party B's use of the facilities or any intentional or negligent act of Party B, and Party B shall be liable for all damages or losses as a result thereof.

ARTICLE XVIII

Part A may, if it deems necessary, appoint any person to enter the Show Room(s) to inspect the present condition and the use of the Show Room(s) or to add installation or to perform any necessary repair and maintenance. In the event of such inspection or renovation, Party B shall cooperate with and provide access to the Show Room(s) to Party A and may not refuse to grant access to anyone from Party A without due cause.

ARTICLE XIX

Party B hereby assures that it will not display in the Show Room(s) or the Trade Mart any product and/or service with a false label of place of origin or with any counterfeit or infringing trademark, patent right or copyright of any third party, nor engage in any illegal activities. In the event of any violation of the above, Party A may terminate this Agreement pursuant to Article XXIV hereof, and may further prohibit Party B from participating in Trade Shows and promotional activities held by Party A for a period of one year. Party B shall be solely responsible for the false labeling of the place of origin, the counterfeiting or infringement of trademark, copyright or patent or illegal activities, and shall hold Party A harmless and indemnify Party A from and against all civil and criminal proceedings and damages arising therefrom. If any legal action is filed against Party A, or any activity causes Party A to be liable for any payment or compensation, Party B shall compensate Party A for any court costs, legal fees, and other expenses, and damages sustained by Party A.



ARTICLE XX

Party B may not use any trademark, trade name or symbol similar or identical to any of those of the Taipei World Trade Center (TWTC) or of Party A, nor shall it act in the name of TWTC or Party A or otherwise act in such a way as to cause others to believe that such act is that of TWTC or Party A, or that such act is done on behalf of or agential TWTC or Party A, or that such act has received the recommendation or approval of TAITRA or TWTC. Any violation of this Article shall subject Party B to a penalty of NT\$200,000 and a liability of damages sustained by Party A, and Party A may terminate this Agreement as a result thereof.

ARTICLE XXI

When displaying a product or service item which is manufactured or provided with the authorization of a foreign company, and which carries a trademark registered in the Republic of China or in a foreign country that is not owned by Party B, Party B shall present the Letter of Consent for public display thereof. Party B shall not display any product and/or service item of which the importation is prohibited by the laws or regulations of the Republic of China.

ARTICLE XXII

In the event that Party B (including its responsible person and employees) destroys Party A's property, commits an violent act (spoken and bodily), injures or threatens Party A or Party A's employees, damages the reputation of Party A or Party A's employees, or conducts other illegal acts, it shall be deemed to be in violation of this Agreement. Party A may terminate this Agreement in accordance with Article XXIV hereof.

ARTICLE XXIII

- (1) In the Show Room(s) and the Hall, Party B may not conduct any retail business, nor engage in any activity other than the display, promotion, or transaction of products or services specified in Article III hereof. In addition, Party B will not conduct any production, processing or manufacturing on the aforesaid sites.
- (2) Party B may not register its office address in the Hall without prior written consent of Party A. In case that Party A has given such consent, Party B should nevertheless comply with the preceding provisions, and complete the change of office address with the authority concerned in 15 days after the expiration or termination of this Agreement, or Party A may detain the Deposit and report to the government authority concerned for taking necessary statutory measures.



- (3) If Party B is involved in, takes part in or makes contribution to any other Lessee's violation of this Agreement, it shall be considered as Party B's own violation of the same.

ARTICLE XXIV

- (1) Unless otherwise provided in this Agreement, in the event that Party B violates any provisions of this Agreement, or fails to make any payment of fees or charges (including but not limited to penalty for Rental, electricity fee, miscellaneous repair fee, late payment, deposit, compensation for damages, and other charges), Party A may terminate this Agreement immediately if Party B fails to correct or is unable to correct the breach upon receiving a seven days written notice from Party A.
- (2) If Party B has cause of the termination of this Agreement, unless otherwise provided in this Agreement, Party A may confiscate the prepaid Rental and the Deposit as a penalty. Additionally, Party B shall be liable for any damages or losses sustained by Party A as a result of such termination.

ARTICLE XXV

In the event that Party A cannot continue to provide the Show Room(s) for lease due to the termination of commission to operate and manage by the Ministry of Economic Affairs, or by reasons of a circumstance to which Party A is not imputed, Party A may terminate this Agreement by a two-month prior written notice to Party B. The Rental prepaid by Party B shall be prorated on the basis of actual use, and the balance shall be returned to Party B without interest in ten business days after the termination.

ARTICLE XXVI

No permission, accommodation, or waiver of right by Party A with regard to any of Party B's act shall be deemed as a further permission, accommodation or waiver of right by Party A in connection with Party B's other acts.



ARTICLE XXVII

- (1) A copy of the "Noteworthy Matters for Leasing Businesses/Manufacturers at the Trade Mart of the Taipei World Trade Center", "Regulation for the Administration of the Taipei World Trade Center Exhibition Hall", and "Noteworthy Matters for Showroom Decoration/Renovation of TWTC Trade Mart" are attached hereto and incorporated herein as attachments to this Agreement and shall be regarded as parts of this Agreement.
- (2) Party B agrees that it will abide by any necessary amendment Party A makes to the above-mentioned Rules, Noteworthy Matters, and Regulations. Any such an amendment shall constitute an amendment to this Agreement.

Article XXVIII

This Agreement shall be governed by the laws of the Republic of China. Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of Taipei District Court.

Article XXIX

- (1) This Agreement is made in duplicate and one copy shall be kept by each party.
- (2) If Party B is a foreign exhibitor, then duplicate copies in English version can be executed and kept between the two parties. The Chinese version shall prevail in case of any discrepancy between the Chinese version and the English version.

ARTICLE XXX

This Agreement shall become effective from the date it is concluded.

ARTICLE XXXI

With regard to matters not provided for in this Agreement, the provisions of the ROC Civil Code and other relevant laws shall govern.

IN WITNESS WHEREOF, both Parties have hereto set their hands on the day and year first above written.



Party A: TAIWAN EXTERNAL TRADE DEVELOPMENT COUNCIL

By _____

Name:

Title:

Address:

Party B:

By _____

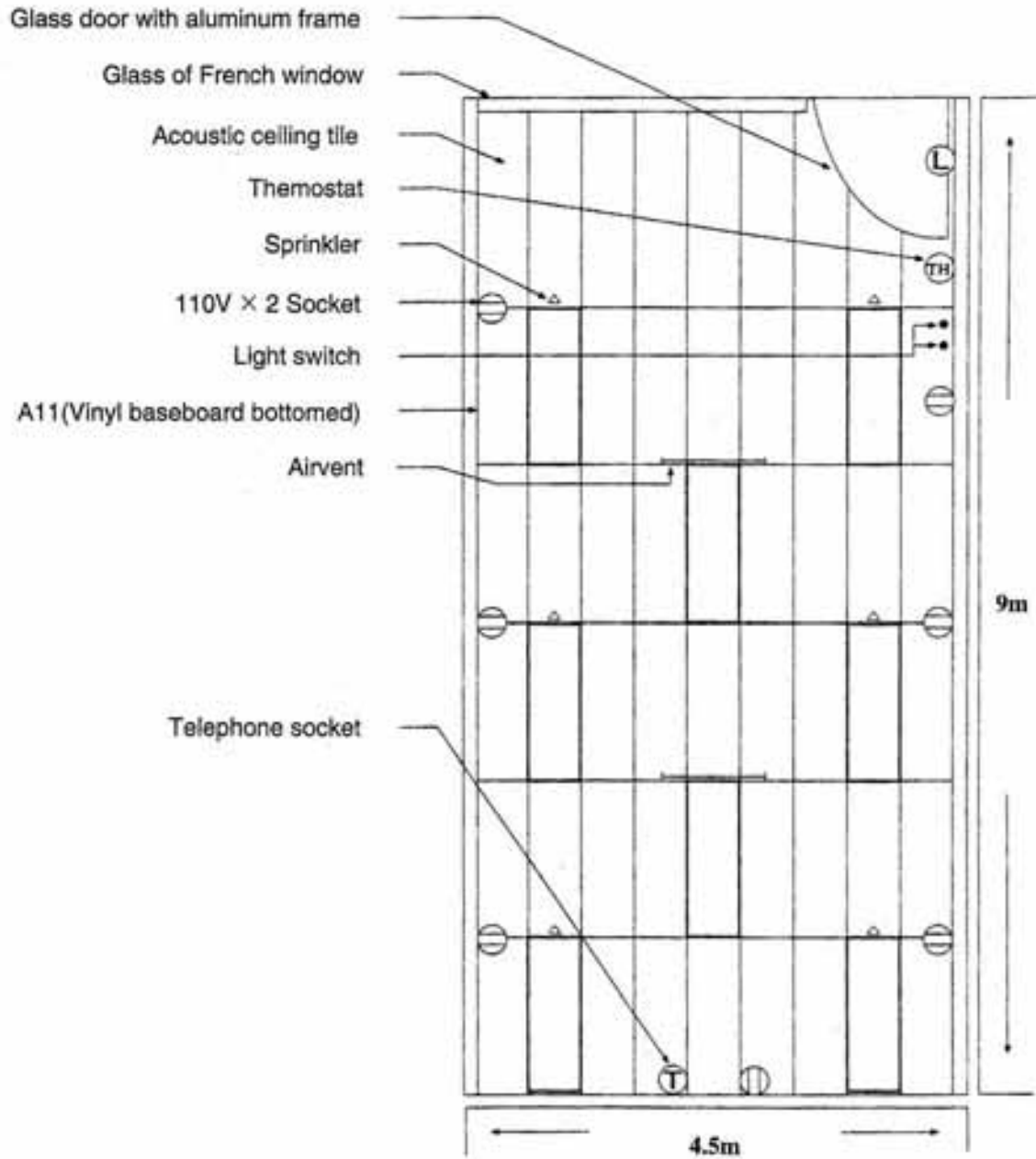
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Title:

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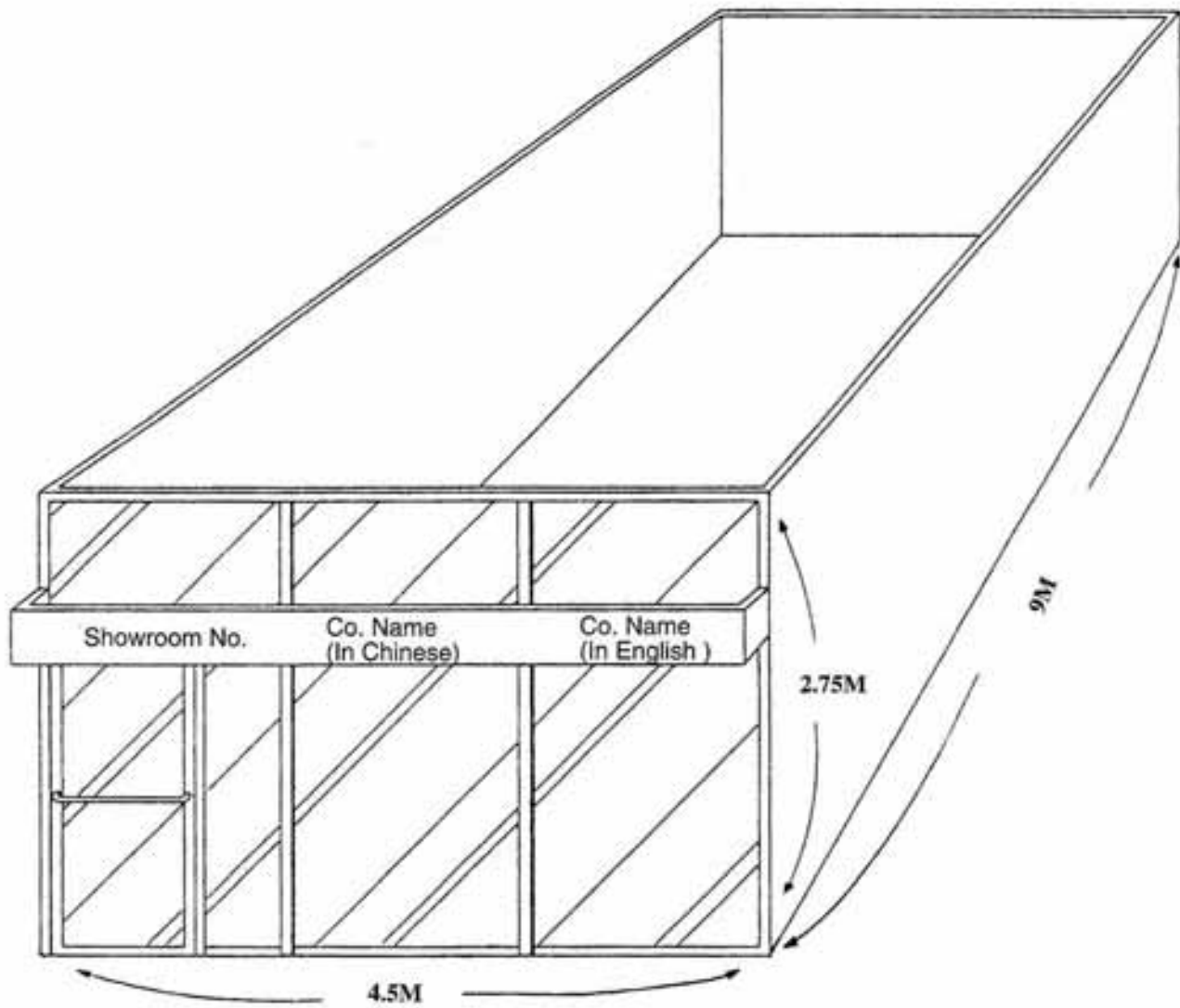
Facility Location Map of a Standard Trade Mart Showroom



※ The location of facilities in non-standard showrooms will vary according to size and location.



A 3-D Outline Standard Showroom





Price List for Repair of TWTC Trade Mart Show Room Facilities

2010 (Currency: NT\$)

Item No	Materials & Labor	Unit	Unit Price VAT excluded	Q'ty	Total Price	Remarks
1.	Ceiling					
1.1	50x120 cm Lay-in Acoustic Tile Ceiling	pc.	480			
1.2	Aluminum Ceiling Trin	pc.	240			
2.	Wall / Window					
2.1	wall repair w/painting	pc.	Side Wall 1,800 Back wall 1,500			Charge tripled for wall coverings and doubled for wall damage. Side Wall Length 9 meters Back Wall Length 4.5 meters
2.2	Partition dismantling & replacement					
2.2.1	Partition dismantling (moving equipment in respect of electricity supply and air-conditioning)	Once	9,240			
2.2.2	Partition dismantling (moving equipment in respect of electricity)	Once	5,870			
2.2.3	Over half to whole partition replacement	pc.	40,100			
2.2.4	Less or up to half Partition replacement	pc.	32,080			
2.2.5	Partition replacement within 100cm of area adjacent to door , but not up to electrical switch	pc.	10,693			
2.3	Window cleaning	Rm.	360			
2.3.1	Window frame cleaning	Rm.	360			
2.3.2	Glue removal	Rm.	360			
2.4	Vinyl Baseboard	M	200			
2.5	150x210 cm glass window	pc.	9,800			
3.	Floor					
3.1	Carpet removal	Rm.	2,400			
3.2	Concrete floor cleaning	Rm.	1,200			
4.	Electricity					
4.1	Additional wiring removal	Spot	1,200			
4.2	Switch (277V)	pc.	200			
4.3	Switch (100V)	pc.	200			
4.4	Cover for Switch or Socket	pc.	30			
4.5	Telephone Outlet	pc.	340			
5.	Lighting parts /accessories					
5.1	Lighting Shade	pc.	580			
5.2	Lighting Fixture (277V 40Wx2)	pc.	3,340			
5.3	Fluorescent tube	pc.	100			
5.4	Transformer (277Vx1)	pc.	520			
5.5	Transformer (277Vx2)	pc.	1,200			
5.6	Lighting holder	pc.	20,000			
6.	Air-conditioner accessories					
6.1	Thermostat Switch	pc.	4,700			
6.2	Acrylic cover for Thermostat Switch	pc.	1,500			
6.3	T-Bar Ceiling Diffuser	pc.	2,000			
6.4	Return Air Grill	pc.	1,000			
7.	Locks					
7.1	Door Lock	pc.	4,200			
7.2	Digital Combination Lock	pc.	4,600			
7.3	Door key	pc.	240			
7.4	Mail Box Key	pc.	200			
7.5	Change of digital combination lock	Once	200			
8.	Others					
8.1	Company Sign Board (one Chinese & English)	pc.	1,300	2	2,600	
8.2	Company Index Board (Chinese & English)	pc.	300	1	300	
8.3	Open / Close Sign	pc.	190			
8.4	Miscellaneous repairs	hour	200			NT\$ 100 per half hour

*Each unit price is subject to 5 % VAT.

*This Price List is for reference only, the actual charge will be calculate in accordance with the Price list in effect at the time of facility repair.



ATTACHMENT I

NOTEWORTHY MATTERS FOR LEASING BUSINESSES / MANUFACTURERS AT THE TRADE MART OF THE TAIPEI WORLD TRADE CENTER

2010

1. Noteworthy Matters are set forth below to secure the safety of the Trade Mart and to maintain a good environment and good order for transactions.
2. The Taiwan External Trade Development Council (hereinafter referred to as "TAITRA") is the operating and administering organization of the Trade Mart of the Taipei World Trade Center. All matters relating to the exhibition, administration and service of the Trade Mart shall be under charge of the Taipei International Exhibition Center of TAITRA.
3. All leasing businesses/manufacturers (hereinafter referred to as "the Lessee") shall designate a representative to acknowledge in writing the acceptance of the Show Room(s) and the facilities affixed thereto within seven days from the commencement Date of the Lease for Use, and shall complete the decoration of the Show Room(s) and commence the exhibition to the public within thirty days after its acceptance of the Show Room(s).
4. **Lessees shall procure insurance for their Show Room(s) property, including coverage for fire, theft, water damage, public liability, typhoons, earthquakes, floods, and any other natural disaster. In the event of any loss or damage thereof, Party B shall be solely responsible for such loss or damage. The staff of the Lessee shall turn off power and examine all entrances of their Show Room(s) to ensure that all doors are locked before leaving.**
5. TAITRA will provide each Lessee with a digital combination lock, a door key and a mailbox key for each Show Room. The Lessee shall not place additional locks on the Show Room(s). A Lessee shall return the key and lock to TAITRA, upon removal from the Show Room. If a Lessee fails to return the key or the lock due to loss, damage or any other reason, they will compensate TAITRA for the loss incurred thereof in accordance with the price as specified in the "Price List for Repair of TWTC Trade Mart Show Room Facilities".



6. Exhibitions at the Trade Mart are open to the public from 8:30 a.m. to 5:30 p.m. Monday to Friday. No exhibition may be held on Saturdays, Sundays, or holidays. If entering the Building at times other than those hours, the Lessee shall wear an Identification Card (which can be obtained in advance by applying to the Management Section of the Exhibition Center, TAITRA) and complete the registration with guard office at the front entrance (on Hsin-Yi Road). The Lessees and their personnel shall comply with any additional rules or regulations relevant to access to the Hall as set forth by TAITRA to ensure the safety of the Hall.
7. Any staff member of the Lessee who want to enter the Hall for construction or goods delivery outside standard operating times (holidays or non-office times inclusive) must apply in advance to the Permanent Exhibition Section for permission to do so (See attached Form 2). Any staff of the Lessee who wants to use the freight elevators, must apply to the guard office at the front entrance (on Hsin-Yi Road) for a pass-card of the elevators (See attached Form 3). The contact phone number of guard office is: 02-2725-5200 Ext. 2261 or 2338.
8. TAITRA will provide air-conditioning service during exhibition hours of the Trade Mart. No air-conditioning will be supplied after exhibition hours. In the event that the supply of air-conditioning, elevator services or escalator services, lighting services or power is interrupted or discontinued due to mechanical breakdown, an inspection and repair of equipment or facilities, accidents, calamities, or any other forces beyond the control of TAITRA, TAITRA shall make repairs as soon as possible but shall not be held responsible.
9. Decoration Requirements:
 - (1) While decorating the Show Room(s), consideration shall be given to ensure its harmony with the overall pleasant appearance of the Show Room(s). The facilities shall be restored to their original condition by the Lessees when they vacate the premises. If the Lessees damage the floor, wall, door, window, ceiling or any other original facilities at any time (please refer to the attached Facility Location Map of a Standard Trade Mart Show Room), they shall repair and restore it to its original condition immediately, or they shall compensate TAITRA for the damage according to the price specified in the "Price List for Repair of Trade Mart Show Room Facilities" and shall repair the facilities. **All**



materials used by the Lessees for decorating the Show Room(s) including those used in partitions, ceilings, wall carpets, floor carpets and any other decoration should be made of fire-retardant or flame-retardant material. (The fire-retardant symbol issued by the National Fire Administration of the ROC Ministry of Interior, is the only symbol recognized by the fire department upon inspection, and it should be shown according to regulations.) If a Lessee violates the above regulations thereby causing a fire, it shall be solely responsible for all the damages or losses resulting thereof.

- (2) The Show Room(s) floor must be covered with wall-to-wall carpeting that will be provided by the Lessee. Only carpeting or other flooring material, that is flame retardant, is permitted.
- (3) **Assembly work will be permitted in the Show Room(s) only after the main decoration work has been completed outside the Hall. The Lessee is prohibited from placing tools, machines or rubbish or discharging contamination or making noise, vibrations or other similar activities in the Hall. Any violation of these matters shall subject the Lessee to the prohibition of execution of all or part of its work.**
- (4) Product display and decoration shall be confined to the interior of the Show Room(s) used by the Lessee under the executed Agreement. And for safety reasons, any article placed in the Show Room(s) shall be kept at least five centimeters from the glass windows of the Show Room(s). Lessees must avoid having their showrooms in contaminated or inoperative condition.
- (5) The Lessees shall improve or alter the decoration or display, which TAITRA considers to be improper, according to a notice of TAITRA to such effect. The expense sustained thereof shall be borne by the Lessee.
- (6) No products or services with false labeling of place of origin, with a counterfeit or infringing trademark, patent or copyright of others shall be displayed in the Trade Mart. Any violation of these matters shall subject the Lessee to all liabilities and all legal consequences, and to a prohibition from participating any trade show or promotional activities held by TAITRA for one year thereafter.
- (7) The initial signboard for each Show Room shall be prepared and provided by TAITRA free of charge. If, however, the signboard is replaced or the Lessee withdraws from the Trade Mart less than one year from the Commencement Date of the Lease for Use, the costs for such replacement or preparation shall be borne by the Lessee.



10. Safety in the Use of Electricity:

- (1) To ensure the safety of the Hall, the Lessee shall employ an electrical engineering company which possesses a grade A license issued by the ROC government to perform the distribution and connection of electricity when decorating the Show Room(s). The hired company shall make an electric wiring chart in advance and send it to the Technical Support Section of TAITRA for approval from TAITRA before work commences. The Lessee and the hired electrical engineering company shall be solely responsible for the safe use of electricity in the Show Room(s).
- (2) Except for the fluorescent lights installed by TAITRA, all other electrical appliance (including the lighting equipment) shall be connected to the plugs in the Show Room(s). The power of the Show Room(s) shall be limited to 110 Volt/20 Amp. The Lessees shall not use electricity in excess of the limitation or connect the electrical circuit to their own system. If this violation occurs, TAITRA may remove any electrical circuit connected by the Lessee, compel the disconnection of such circuits and charge the Lessee for the cost of such work. The Lessee shall also be held liable for all legal consequences arising thereof.

11. The Lessee shall not use any steam engine, boiler, or stove, and shall not cook, burn incense and other items, or use or store any explosives, highly inflammable substances, or any other hazardous articles.

12. The Lessee shall not install any electrical air-conditioner inside or outside the Show Room(s).

13. If any Lessee displays audio/video equipment, ear phones shall be used during demonstrations of its operation. To ensure a peaceful environment, no noise or live performance or broadcast shall be permitted.

14. The Trade Mart facilities are not suitable for Children. Children under the age of twelve are not allowed to enter the Trade Mart from 2nd to 7th floor. If it is necessary for children to enter the Trade Mart under certain circumstances, the accompanying guardians shall complete registration in the guard office at the front entrance (on Hsin-Yi Road) and be fully responsible for results caused thereof. Children are requested to leave the Hall upon any disturbance or violation of the administrative regulations.



15. All Lessees shall jointly maintain the public facilities located in the Trade Mart, and shall notify the Taipei International Exhibition Center to repair any damage or breakdown discovered by them. Should damage or breakdown of such public facilities result from an action or the negligence of a Lessee, it shall be liable for a compensation at the market value of the damaged or destroyed facilities, and for any other damages or losses suffered therefrom.
16. Cleanliness Maintenance:
 - (1) The Lessee shall be responsible for the sanitation of the interior, outside wallboard and signboard of the Show Room(s) and shall maintain their cleanliness to ensure a pleasant appearance.
 - (2) The staff of the Lessee stationed at every Show Room shall place the rubbish in tightly sealed plastic and transparent bags and place it in the designated rubbish bins located on each floor. However, the Lessee shall remove any bulky rubbish on their own or ; in special cases, the Lessee may ask TAITRA to remove bulky rubbish at the Lessees' own expense.
 - (3) Lessees are prohibited from placing possessions in the stairwells, in the restrooms, hallways, or any other public space. If the Lessee fails to comply with this provision and does not remove such material within the time specified in TAITRA's notice, TAITRA may remove such material from the Hall with the expense thereof borne by the Lessee.
(Lessee possessions removed from the stairwells will be stored in the B2 warehouse by TAITRA and a NT\$100 /per day/m³ storage fee thereof will be borne by the owner of the said material. If the Lessee fails to remove such material from the warehouse within the time specified in TAITRA's notice, TAITRA may remove such material without liability.)
17. The Lessee may apply directly to Chunghwa Telecom Co., Ltd.(No. 130, Sung-Ren Road, Taipei, Tel: 02-87447217) for the installation of direct-line telephones or Internet HiBuilding ADSL System at their own expense.
18. If any Lessee fails to comply with the foregoing provisions of these Noteworthy Matters, TAITRA may exercise its rights provided in Article XXIV of the Agreement.
19.
 - (1) **If the business address of the Lessee on the application form is changed, the said Lessee shall promptly send written notice along with a photocopy of the Approval Letter of Change of Registration and Change on Registration Form to the Permanent Exhibition Section of the Taipei International Exhibition Center of TAITRA to**



- (2) If the corresponding address of the Lessee on the application form is changed, the Lessee shall promptly send written notice to the Permanent Exhibition Section of the Taipei International Exhibition Center of TAITRA to make timely correction.
- (3) If any mail sent to Lessee is returned as a result of failure by the Lessee to notify TAITRA of change of address, the date on which the mail is returned to TAITRA shall be deemed as the date on which the mail is delivered to the Lessee.
- (4) TAITRA will notify the liaison personnel of the Lessee to collect mail by way of e-mail, phone, or fax, as the Lessee may have instructed in writing from time to time. If the Lessee fails to collect mail on the date of above notification, TAITRA will post a written notice on the door of the Lessee's Show Room within five days thereafter. The Lessee shall be responsible for all risks and damages incurred as a result of any failure to collect mail promptly which results in the loss of mails or which is returned to the post office. Beginning the date after the actual vacation, or the deadline of vacation as stipulated in the Agreement, whichever comes earlier, TAITRA will cease to collect mail for the Participant. If any mail is lost or returned to the sender as a result of the Participant's failure to arrange the change of address, the Participant shall take whole responsibility for such incidence.

20. P.O. Box

- (1) Lessees may lease P.O. Boxes from the Post Office located in the Exhibition Hall for the delivery and receipt of their mails. Any application for a lease of such P.O. Box shall be made in the name of the Lessees specified in the Show Room Leasing Agreement for the Trade Mart, and the Lessees shall use the leased P.O. Boxes in accordance with the relevant regulations established by the Post Office.
- (2) The Lessees shall proceed immediately to effect the termination of lease of the P.O. Box with the Post Office in the Exhibition Hall upon the expiration, termination, or recession of the Agreement.

21. For any matters not sufficiently provided in these Noteworthy Matters, TAITRA may amend these Noteworthy Matters at any time, or may attend to them according to the operating regulations and the customary practices of TAITRA.



ATTACHMENT II

REGULATIONS FOR THE ADMINISTRATION OF TAIPEI WORLD TRADE CENTER EXHIBITION HALL

2010

1. TAITRA, the institution responsible for operating the Taipei World Trade Center Exhibition Hall (hereinafter referred to as "the Hall"), hereby adopts these regulations in order to maintain the normal operation and safety of the Hall.
2. The administration of the Hall is the responsibility of the Taipei International Exhibition Center of TAITRA.
3. Except national holidays, Saturdays and Sundays, the hours open to the public for the Hall are as follows: Mondays to Fridays: 8:30 a.m. to 5:30 p.m. During exhibition periods, the showground on the ground floor will be opened according to the time/days specified in the regulations for participation in exhibitions.
4. The personnel of each unit regularly stationed in the Hall are required to wear identification badges in the Hall for official inspection. No person except the administrative personnel of the Hall is allowed to remain in the Hall overnight. During exhibition periods (including move-in and move-out), show Participants may enter the showground according to the time/days specified in the regulations for participation in exhibitions.
5. The Hall facilities are not designed for Children. Children under the age of twelve are not allowed to enter the Hall except for exhibitions specifically open to children and the accompanying guardians with children entering to those exhibitions shall be fully responsible for matters caused thereof. Children are not allowed to enter the Trade Mart from 2nd to 7th floor. If it is necessary for children to enter the Trade Mart under certain circumstances, the accompanying guardians shall complete registration in the guard office at the front entrance (on Hsin-Yi Road) and be fully responsible for results caused thereof. Children are requested to leave the Hall upon any disturbance or violation of the administrative regulations.



6. Entrance to the Hall shall be as follows:
 - (1) Personnel shall enter and exit through both the front entrance on Hsin-Yi Road and the entrance facing the Square aside from the exception of exhibition. Those entering /leaving after 8:00 p.m. are required to complete registration procedures at the guard office located at the front entrance on Hsin-Yi Road.
 - (2) Articles on exhibit shall be transported in and out from the freight entrances (rollable doors at A, B, & C Areas) at the West and East Wings.
 - (3) Articles to be brought in and out of the second floor or upper levels shall be transported by the freight elevator at Basement 2 through the ramp on the East Wing (accessing Shi-Fu Road) of the Hall. Before a vehicle enters B2, the driver should stop at the entrance and give to the guard with an identity certificate and NT\$500 security deposit (NT\$1,000 for trucks exceeding 6.5 tons, NT\$2,000 for trailers or container-cars); The security deposit will be returned to the driver if the vehicle leaves within the set time as follow from entering: 30 minutes for sedans carrying goods, RV, mini-vans, 1 hour for trucks, or container-cars. If exit time is overdue, the driver will be charged a parking fee of NT\$100 per hour with the time counted from the beginning of entering. Parking times should be counted in whole hours with extra minutes counted into an extra hour.
 - (4) Automobiles shall enter and exit through the B1 entrance and exit of the parking lot. (The administrative regulations for the parking lot will be separately instituted.)
7. Goods brought into or out of the Hall shall be subject to inspection by the concerned authority. Pets, hazardous articles, and contraband are prohibited from entering.
8. Bicyclists should park in the bicycle parking lot located along the side walls in B2. Bicycle riding is prohibited in the Hall. If a bicycle is needed to be kept in the Hall, it should be carried to the Lessees' show room and may not be parked in hallways, or in any other public place.
9. The movement of exhibited goods in and out of the exhibition premises shall be made in accordance with the participation regulations.
10. The operating hours of the air-conditioning system, elevators, and escalators of the Hall are in compliance with those hours which it is open to the public as noted in regulation No. 3. In the event of a breakdown of any of the above facilities or lighting system or other equipment, inspection and repair shall be carried out by the administrative unit of the Hall. Anyone who discovers a breakdown of such facilities or equipment shall notify the administrative unit to make repairs.



11. Goods being transported shall not exceed the permissible load weight specified in the freight elevators. Neither passenger elevators nor escalators may be used for the transportation of goods.
12. Show Rooms in the Trade Mart are provided with electrical outlets or plugs. All operating units, or Lessees shall use such outlets or plugs in accordance with their capacities and shall pay the power fees in accordance with the related regulations. Trade Show exhibitors shall follow TWTC regulations as noted.
13. All lighting systems, air-conditioning systems, fire equipment and all other public facilities shall be installed by the Hall according to standard specifications and shall not be altered, removed or subject to other use.
14. Cooking is prohibited in the Hall except in the restaurant.
15. The users or Lessees of offices in the Hall and Show Rooms of the Trade Mart are responsible for the maintenance of the their cleanliness and tidiness of these rooms□incl. the interior, outside wallboard and signboard□. Rubbish should be put in sealed and transparent bags and be placed in designated Rubbish Bins located on each floor. However, users or Lessees shall remove any bulky rubbish on their own or may ask TAITRA to remove bulky rubbish at the users' or Lessees' own expense. Cleaning maintenance and rubbish removal from the Exhibition premises on the ground floor and in the restaurant shall be performed according to the lease regulations (in the case of Show Lessees) and in accordance with the work contract (in case of contractors).
16. No rubbish, waste or any other article may be placed in passageways, lobby, stairwells, rest rooms or any other public space. Discarded furniture, decoration material or construction matter etc. shall be disposed of and moved from the Hall by the activity-organizer or Lessee. If the activity-organizer or Lessee fails to do so, TAITRA may dispose of it on their behalf with the expense thereof being borne by the activity-organizer or Lessee, and the activity-organizer or Lessee will be liable to make compensation for any damage and harm that results from a mishap in the field of public security owing to this failure.
17. Anyone who discovers any accident or situation which may result in an accident, or notices suspicious persons, situations or objects shall immediately notify the security guards (Phone Number: 02-27255200 ext. 2261 or 2338). If there is a fire, the fire alarm should be activated and all possible emergency measures



shall be taken in order to assist the administrative unit in handling the emergency.

18. Distribution, sticking, or placing of advertising material or other sales promotion activities in public areas of the Exhibition Hall is prohibited.
19. According to the Tobacco Hazards Control Act, Smoking in this Hall is forbidden inside the Hall (except on designated balconies on floors 2, 4, and 6 with outdoor smoking areas). Violators of the Tobacco Hazards Control Act can be fined up to NT\$10,000.
20. For any matter not sufficiently provided in these regulations, TAITRA may amend or supplement these regulations at any time.



ATTACHMENT III

TWTC Trade Mart Showroom Instructions to Fit-Out Work Service Provider

2010

1. In these Instructions, the showroom fit-out work (hereinafter the "Fit-Out Work") refer to the work relating to ceilings and internal partition walls secured to the structural framing of the building, cubicle partitions secured to the floor or partition cabinets, and other plain wall surface fit-out work.
2. All the Fit-Out Work shall be performed in compliance with the following requirements:
 - a. No existing electrical equipment, sprinkler nozzles, ceilings, lighting, ventilation outlets and other existing facilities and functions in the showroom may be dismantled, relocated, obstructed or damaged.
 - b. No existing building, machinery/electrical, fire protection and HVAC equipment (Heating, Ventilating, and Air Conditioning) and functions in the common areas may be dismantled, relocated, occupied, obstructed or damaged.
 - c. No HVAC equipment or flashing lighting devices, except for exhibits, are allowed inside or outside the showroom.
 - d. During the Fit-Out Work, no work for which spray paints, oil paints, volatile solvents (such as super glue, thinner, and naphtha cleaning solvent) are used or soldering work may be allowed. All items involving such work shall be prepared outside the building before they may be moved inside the showroom to be put together.
 - e. No other electrical equipment may be connected to the power supply used exclusively by the ceiling lighting (277 volts) in the showroom.
 - f. The rated capacity for electrical equipment in each showroom of the building is 110 volts 20 amp. For safety reason, no wiring may go beyond a single showroom and there shall be no overloading.
 - g. One or two fire extinguishers shall be available at the work site.
 - h. In case a single Lessee occupies two or more adjacent showrooms and there is a need to dismantle the partition walls, the Lessee shall obtain the approval from Taiwan External Trade Development Council (hereinafter "TAITRA") and pay the fee to TAITRA with such work to be performed by TAITRA.
 - i. Except for noncombustible materials, all materials used in the Fit-Out Work shall be non-inflammable materials approved by the National Fire Agency, Ministry



of the Interior and non-inflammable marks shall be shown on these materials in accordance with regulations.

3. If the details of the Fit-Out Work are not subject to interior fit-out examination by the regulatory authority (in which case there should be no additional partition walls or ceilings and no fire protection, HVAC and electrical equipment functions will be affected), the **Undertaking by Showroom Fit-Out Service Provider** (see Schedule 1) shall be completed and submitted to TAITRA for the record before the work may be commenced.
4. If the details of the Fit-Out Work are subject to application to the regulatory authority for "Interior Fit-Out Work Approval" in accordance with the Construction Act and the Building's Interior Fit-Out Management Guidelines (see <http://www.dba.tcg.gov.tw>), the following drawings and documents shall be submitted to TAITRA before the work may be commenced:
 - a. Undertaking by Showroom Fit-Out Service Provider (Schedule 1)
 - b. Photocopy of the Interior Fit-Out Work Permit and drawings
 - c. Wiring map: the scale shall not be smaller than 1/100.

Note: Such drawings and documents are subject to review and approval of the construction authority or review board at the city/county government and shall be accompanied by an approval letter issued by or province-level municipality or city/county government.

5. If the temperature controller installed in the showroom needs to be relocated out of partitioning needs, the controller shall be relocated to a spacious room in order not to affect its normal functions. The relocated controller shall be returned to the status quo ante at the end of the tenancy.
6. During the work period, doors shall always remain closed and wastes shall be cleaned up and bagged to be removed out of the building on a daily basis. If the clean building environment is compromised in the process, the Lessee shall be responsible for relevant cleaning costs and compensation or have the administrative department of the building (TEL: 2725-5200 ext. 2213) to handle the matter at the cost of the Lessee.
7. Workers shall always wear a work badge or in their working outfit (no worker may go topless or barefooted or wear slippers/flip-flops, shorts or tank top). No worker is allowed to chew betel nuts, gamble, fight, drink alcohol, smoke, frolic, make noise, permit access by stranger or engage in any other illegal activities that may adversely affect the safety, tranquil environment, cleanness and sanitation of the building.



8. All work materials and furniture shall be transported on a wheelbarrow to avoid causing any damage to the existing facilities and floor carpet and tiles of the building.
9. At the end of a working day, workers shall turn off all power, shut the doors, and patrol the site to ensure everything is safe before leaving the premises.
10. Access to the building for overtime work, fit-out work or transportation of goods on regular holidays or during non-business hours in the evening requires an overtime work/fit-out permit (Schedule 2) issued by the Permanent Exhibition Section of the building upon application. Use of the cargo elevator during non-business hours requires a cargo elevator magnetic card available upon request at the guard room located at the main entrance on Xin-Yi Road. Please follow the instructions in (Schedule 3). No transportation of goods or materials is allowed in the guest elevators, on the escalators or through the lobby. All goods and materials shall be transported to the unloading area on B2 floor of the building accessed through the east side of the building on Shi-Fu Road. After the goods and materials are unloaded in the designated area, they may be transported to the floor of the work site through the cargo elevator. (See Article 7 of the Regulations for The Administration of Taipei World Trade Center Exhibition hall for details about accessing the building.)
11. Cleaning or pouring of paint, cement paste and other wastes in the lavatory or break room, which may pollute or block the drainage pipes, is strictly prohibited. To clean paint utensils (such as brushes and buckets), please go to the lavatories with mob sink numbered as #231 (south eastern corner, 2nd floor), #245 (Area B, 2nd floor), #335 (Area F, 3rd floor), #346 (Area B, 3rd floor), #401 (Area B, 4th floor), #418 (Area F, 4th floor), #501 (Area B, 5th floor), #521 (Area E, 5th floor), #620 (Area F, 6th floor), #624 (Area A, 6th floor), #720 (Area F, 7th floor) and #725 (Area A, 7th floor).
12. Lessees shall be solely responsible for damages arising from accident that damages the building facilities and/or properties and interest of a third party or that causes injuries to the body or loss of life during the Fit-Out Work without concern to TAITRA. In the event of any loss to the building resulting therefrom, the Lessee shall also be liable for the damages.
13. For inquiries about the building, please call:
During business hours:
Permanent Exhibition Section: 2725-5200
ext. 2660 (general matters of 2nd to 7th floors)
ext. 2669 (service desk for 2nd floor Lessees)
ext. 2668 (service desk for 3rd floor Lessees)



ext. 2663 (service desk for 4th floor Lessees)

ext. 2665 (service desk for 5th floor Lessees)

ext. 2673 (service desk for 6th floor Lessees)

ext. 2667 (service desk for 7th floor Lessees)

Management Section: 2725-5200 ext. 2213, 2212 (cleaning)

Guard Room: 2725-5200 ext. 2261, 2338 (security)

Construction Team" 2725-5200 ext. 2247 (electrical and machinery)

ext. 2250 (HVAC)

ext. 2285 (architecture)

ext. 2266 (central control)

Contracted cleaning service provider: 2725-5200 ext. 2319

During non-business hours:

Guard Room: 2725-1361

14. In the event of a Lessee's violation of any of the provisions under the Instructions, TAITRA may suspend the power supply, prohibit performance of the Fit-Out Work, and set forth a correction period until the violation has been corrected to the extent no provisions under the Instructions are violated. If no correction is made within the prescribed period of time, TAITRA may handle the matter in accordance with Article 24 of the Show Room Leasing Agreement.

15. For matters not provided for herein, TAITRA may make an amendment at any time.



Schedule 1

TWTC Trade Mart Showroom Undertaking by Showroom Fit-Out Service Provider

2010

To: Taiwan External Trade Development Council, TAITRA

For our lease of the TWTC Exhibition Hall Trade Mart Showroom (No. _____) and the decoration and fit-out work for the Showroom, we hereby undertake that we have read and will comply with all the provisions under the TWTC Trade Mart Showroom Instructions to Fit-Out Work Service Provider (the "Instructions"), and the Regulations for The Administration of Taipei World Trade Center Exhibition Hall. In the event of our violation of any of such provisions, TAITRA may suspend the power supply, prohibit performance of the fit-out work, and set forth a correction period until the violation has been corrected to the extent no provisions under the Instructions are violated. If no correction is made within the prescribed period of time, TAITRA may terminate our agreement in accordance with Article 24 of the Show Room Leasing Agreement. We will be solely responsible, without concern to TAITRA, for any and all civil and/or criminal liabilities or administrative penalties arising from violation of applicable laws and regulations due to performance of the decoration and/or fit-out work during the lease period. We will also be solely liable for any and all damages arising from losses resulted therefrom.

Enclosed please find the fit-out documents as below:

- ☐ _____ photocopy/-copies of fit-out work approval issued by the regulatory authority (waived if no application for approval is required by law)
- ☐ _____ photocopy/-copies of approved drawing for interior fit-out work (waived if no application for approval is required by law)
- ☐ _____ photocopy/-copies of electricity wiring map (waived if no changes are made to the original wiring map and no additional facilities will be installed)
- ☐ _____ photocopy/-copies of the certificate of materials for the fit-out work

Please grant your approval for the fit-out work upon review of the above documents.

Showroom No.: _____
Company Name: _____

Address: _____
TEL: _____

Responsible
Person's Name: _____
Contact: _____
Completed on: _____
Ref. No. of approved drawing by regulator authority: _____
Company Seal: _____

Fit-Out Service
Provider: _____
Address: _____
TEL: _____
Register No.: _____

Contact: _____

Responsible
Person's Seal: _____