

GENERAL EXHIBITION TERMS AND CONDITIONS

1. General

- (i) The general terms and conditions contained herein ("Condition") shall apply to any application by any exhibitor ("Exhibitor") for exhibition and space ("Stand Space") at the exhibition ("Exhibition") to be held in conjunction with the 18th World Congress of Accountants 2010 ("WCOA 2010") organised by AOS CONVENTIONS & EVENTS SDN. BHD. ("Organiser").
- (ii) An exhibitor who submits the Exhibition Registration Form to the Organiser shall be deemed to have agreed to all of the Conditions.
- (iii) The Conditions shall apply to the exclusion of all other terms and conditions (if any) which the Exhibitor may purport to apply under any document between the Exhibitor and the Organiser unless such other terms and conditions (or any part thereof) are agreed upon by the Organiser in writing.
- (iv) Any amendment or alteration to or modification of any part of the Conditions shall not be valid unless the same is agreed upon by the Organiser in writing.

2. Agreement for Stand Space

- (i) An Exhibitor who is desirous of applying for the grant of a licence to use Stand Space during the Exhibition period shall complete and submit to the Organiser in the manner stated in the Exhibition Registration Form, the Exhibition Registration Form together with all relevant payment and documents stated herein.
- (ii) The Exhibition Registration Form is merely a proposal or offer by the Exhibitor to secure Stand Space upon the terms of these conditions.
- (iii) Unless the Organiser otherwise agrees in writing, the Exhibitor shall not be entitled to withdraw or make any modification, amendment or variation to the Exhibition Registration Form upon the submission of the same to the Organiser.
- (iv) No contract for the grant of licence to use Stand Space shall be concluded between the Organiser and the Exhibitor unless and until the Organiser confirms its acceptance of the Exhibitor's offer or proposal under the Exhibition Registration Form together with such other terms and conditions as may be agreed upon between the Organiser and the Exhibitor by way of a confirmation letter ("Confirmation Letter") issued by the Organiser to the Exhibitor.
- (v) Any other terms and conditions relating to the use of Stand Space contained in the Confirmation Letter in addition to those contained in these conditions shall be binding upon the Exhibitor.
- (vi) Any contractual arrangement between the Organiser and the Exhibitor in respect of the use of Stand Space is a licence arrangement whereby the Organiser grants to the Exhibitor a license to use the designated Stand Space within the prescribed period. No tenancy/lease or an agreement for the grant of a tenancy/lease in respect of the use of the Stand Space would be granted by the Organiser.

3. Allocation of Stand Space

- (i) The application and submission by the Exhibitor of the Exhibition Registration Form does not give any assurances that the Exhibitor will be allocated Stand Space or give the Exhibitor any right to be allocated any Stand Space by the Organiser.
- (ii) The Organiser shall have full and absolute discretion on:-
 - a) the allocation of Stand Space, including without limitation the location of the Stand Space, the structure and the size thereof;
 - b) whether to accept or reject an application for Stand Space;
 - c) to allocated less Stand Space than that which has been applied for by an Exhibitor;
 - d) to alter allocated Stand Space or to withdraw or cancel an allocation.
- (iii) The Organiser's decision on the allocation of Stand Space or any withdrawal or cancellation thereof shall be final and binding on the Exhibitor and the Organiser's shall not be liable in any manner whatsoever to the Exhibitor for any liability, loss, damage or claim which the Exhibitor will or may have incurred.
- (iv) The full amount is payable even if the Exhibitor eventually does not utilise the whole Stand Space or at all.
- (v) Subject to clauses 3(vi) and 3v(ii) herein, if no Stand Space is available or allocated to the Exhibitor for any reason whatsoever, then the sole obligation of the Organiser is to refund to the Exhibitor (free of interest) such amount of money received by the Organiser from the Exhibitor. Apart from its obligation to make such refund, the Organiser shall not be liable or responsible in any manner whatsoever to the Exhibitor.
- (vi) If the Exhibitor fails, refuses or neglects to comply with any of its obligations set out in the Exhibition Registration Form or these Conditions prior to the issuance of the Confirmation Letter, the Organiser shall be entitled (at its absolute discretion) not to allocate any Stand Space to the Exhibitor without prejudice to the Organiser's right to forfeit all deposits payment already made by the Exhibitor under the Exhibition Registration Form.
- (vii) If the Exhibitor fails, refuses, neglects to comply with any of its obligations set out in the Exhibition Registration Form, these conditions or the Confirmation Letter subsequent to the issuance of the Confirmation Letter, the Organiser shall be entitled (at its absolute discretion) not to allocate or make available any Stand Space to the Exhibitor; or to withdraw or cancel an existing allocation of Stand Space; or to vary the position or size of the Stand Space allocated to the Exhibitor, all without prejudice to the Organiser's right to forfeit all monies already paid by the Exhibitor for the Stand Space and/or to claim for the remaining amount due and/or payable by the Exhibitor.

4) Payment

- (i) Unless otherwise stipulated by the Organiser and subject to clauses 4(ii) and 4(iii) herein, all amount payable by the Exhibitor relating to the Stand Space ("Changes") shall be paid by the exhibitor in United States Dollar (USD) (and if payment is prohibited due to foreign exchange regulations, in other currencies stipulated by the Organiser), by way of three installments payment in the manner set forth below:-
 - a) 40% of the total Charges to be paid at the time of the Submission of the Exhibition Registration Form.
 - b) 40% of the total Charges to be paid on or before 31 March 2010; and
 - c) The remaining balance (20%) of the total Charges to be paid on or before 1 June 2010.
- (ii) If the Exhibition Registration Form is submitted by the Exhibitor on or after 31 March 2010, the Exhibitor shall pay 80% of the total Charger for Stand Space at the time of the Submission of the Exhibition Registration Form.
- (iii) If the Exhibition Registration Form is submitted by the Exhibitor on or after 1 June 2010, the Exhibitor shall pay 100% of the total Charges for Stand Space at the time of submission of the Exhibition Registration Form.
- (iv) The mode of payment shall be as stated in the Exhibition Registration Form, and if applicable, the Confirmation Letter.
- (v) If due to the change in the size, structure and/or the position of the Stand Space:-
 - a) additional payment is required to be made by the Exhibitor in respect of the Stand Space, all of such payment shall be made by the Exhibitor within seven days from the Organiser's invoice for payment therefore; and
 - b) excess amount has been made by the Exhibitor in respect of the Stand Space, the Organiser shall refund such the excess amount to the Exhibitor.

- (vi) Without prejudice to any other rights which the Organiser may have against the Exhibitor:-

- a) the Organiser shall be entitled to forfeit all deposits payment made by the Exhibitor under the Exhibition Registration Form if the Exhibitor fails, refuses or neglects for any reason whatever to comply with any of its obligations set out in the Exhibition Registration Form prior to the issue of, the Confirmation Letter.
- b) the organiser shall be entitled to forfeit all monies already paid by the Exhibitor if following the issue of the Confirmation Letter, the Exhibitor fails, refuses or neglects for any reason whatever to comply with any of its obligations (including the payment terms) set out in the Exhibition Registration Form, these Conditions or the Confirmation Letter; and
- c) the Exhibitor shall pay to the Organiser, interest on such part of the Charges remaining unpaid by the Exhibitor at the rate of 10% per annum calculated from the due date for payment of the Charges and until the date of full payment thereof.

5) Cancellation

- (i) The Organiser reserves at time the right for any reason whatsoever to:-
 - a) change the date(s) of the Exhibition; and/or
 - b) change the venue of the Exhibition; and/or
 - c) shorten or extend the duration of the Exhibition or cancel the Exhibition.
- (ii) The Organiser shall not be liable to the Exhibitor for any loss, damages, claims, liabilities, actions, proceedings, demands and/or cost of whatsoever nature caused by or arising from the occurrence of any of the events stated in clause 5.1(i) herein.
- (iii) Save with the prior written approval of the Organiser, the Exhibitor shall not be entitled to cancel its application for a licence to use Stand Space. If any such cancellation is approved by the Organiser at its sole discretion, the Exhibitor shall forthwith pay to the Exhibitor the following cancellation fee:-
 - a) a sum equivalent to 40% of the total Charges for Stand Space if a request of cancellation is received by the Organiser on or before 1 June 2010; and
 - b) a sum equivalent to the entirety of the total Charges for Stand Space if a request of cancellation is received by the Organiser on or subsequent to 2 June 2010.

6) Exhibitor's Warranty & Undertakings

- (i) The Exhibitor represents and warrants to and undertakes with the Organiser that:-
 - a) the Exhibitor is submitting the Exhibition Registration Form and is entering into the agreement ("Agreement") with the Organiser to use Stand Space as principal and not as agent or nominee of any third party; and
 - b) the Exhibition Materials (as defined in clause 7(i) herein) do not and will not infringe or are likely to infringe any applicable laws, rules, and regulation or guidelines and/or the patent, trademark, copyright and/or any other intellectual property rights of any party whether in Malaysia or elsewhere.
- (ii) The Exhibitor hereby further undertakes with the Organiser that it will comply at all times and in a timely manner with all instructions and directions given by the Organiser and all decisions made by the Organiser (under clause 23 herein) in connection with the Exhibition.
- (iii) Without prejudice to the organiser's other rights and remedies provided herein the Organiser shall be entitled (as applicable) to forthwith cancel the application under the Exhibition Registration Form or to terminate the Agreement and the licence to use any Stand Space granted by the Organiser in the event of any breach by the Exhibitor of any of the representations, warranties and/or undertakings herein contained of any of the provisions of the Agreement by the exhibitor.
- (iv) Notwithstanding clause 7 herein, the Organiser shall not be liable to the Exhibitor for any loss, damages, liabilities, penalties, actions, proceedings, demands and/or costs of whatsoever nature suffered or incurred by the Exhibitor in connection with the cancellation of the Exhibition Registration Form or the termination of the Agreement arising from any breaches referred to in clause 6(iii) herein by the Exhibitor.
- (v) The Exhibitor shall indemnify and keep the Organiser indemnified against any costs, claims, demands, liabilities, charges, actions and expenses incurred by the Organiser arising from or in connection with any claims by any third parties relating to the Exhibitor's breach of the provisions of clause 6.1 herein.

7) Exhibits and Other Related Materials

- (i) The usage of all exhibits, brochures, audio-visual presentations, displays and all related materials, articles and items (collectively "Exhibition Materials") of the Exhibitor shall be subject to the prior approval of the Organiser.
- (ii) The Exhibitor shall ensure that the usage of the Exhibition Materials are at all times in compliance with all applicable laws, rules, regulations and guidelines prevailing in Malaysia and if so required, the Exhibitor shall apply for and obtain all the relevant governmental and other regulatory approvals required for such usage prior to the commencement of the Exhibition.

8) Liability and Risks

- (i) The Exhibitor shall insure and fully and effectively indemnify and hold the Organiser and the Malaysian Institute of Accountants ("MIA") and (where applicable) its respective shareholders, directors, employees, elected officials and members and all others associated with the Organiser and MIA, the lessor(s) ("Lessor") of the premises where the Exhibition ("Exhibition Premises") is held and all governmental, statutory, and regulatory bodies and agencies of the country where the Exhibition is held and their respective directors, officers, agents and servants harmless against any and all costs, claims, demands, losses, damages, liabilities, charges, actions, and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of or arising from any act, breach, of any of the terms of this Agreement, omission, conduct, failure of the Exhibitor or its directors, officers, agents, servants, invitees or independent contractors.
- (ii) The Exhibitor's aforesaid indemnity shall extend to all losses and/or injuries caused to any persons and/or property howsoever caused by the Exhibitor or its Exhibition Materials or personnel, or otherwise in connection with the Exhibition.
- (iii) The liability or risks of loss or damage to the Exhibitor's employees or agents, or the Exhibition Materials, shall be the sole responsibility of the Exhibitor.
- (iv) The Exhibition Materials shall be placed at the Exhibitor's own risks and the Organiser, its shareholders, directors, officers and/or agents shall not be held responsible in any manner whatsoever for any theft, damage, loss or destruction of any of the Exhibition Materials.
- (v) Under no circumstances will the Organiser, any government, statutory or regulatory body or agency or their respective directors, officers or agents shall be required to make good or accept responsibility or be liable howsoever in respect of any damage, theft, loss or destruction of any of the Exhibition Materials or any property, goods or articles or things whatsoever placed, deposited, brought into or left upon the Exhibition Premises by or on behalf of the Exhibitor, his servant, agents, contractors or invitees.

9) Insurance Policy

- (i) The Exhibitor shall take out a comprehensive insurance policy to adequately and fully cover and protect the Exhibitor against all types of risks associated with the Exhibition including, but not limited to, all risks on their property, Exhibition Materials or articles of any kind, public liability and

- comprehensive protection against any loss or damage caused by any circumstances whatsoever whether by reason of fire, water, storm, theft, accident, terrorist activities or any other causes.
- (ii) The Exhibitor shall insure, indemnify and hold harmless the Organiser and MIA and whosoever associated with the Exhibition of the WCOA 2010 against of all costs, claims, damages, demands and expenses to which the Organiser may in any way be subject upon or incurred as a result of any loss or injury arising to any person (including members of the public or the Organiser's staff, agents, or contractor(s) or invitees) of property howsoever caused arising from any act or default of the Exhibitor, his servant, agents or contractors or invitees.
 - (iii) The Exhibitor shall forthwith, upon the Organiser's request, furnish to the Organiser, documentary proof evidencing that the Exhibitor has taken out insurance policy(ies) with coverage referred to in clauses 9(i) and 9(II) herein and that such insurance policy(ies) remains valid and effectual during the duration of the Exhibition and so long as any of the Exhibition Materials are still at the Exhibition Premises.

10) Loss or Damage

- (I) The Exhibitor acknowledges its awareness that the person or persons appointed by the Organiser to undertake any official tasks, including the Official contractor and the Official freight forwarder are independent contractors and are not agents of the Organiser.
- (II) The Organiser shall not be liable to or be responsible in any manner whatsoever for any loss or damage to the Exhibitor's property (including the Exhibition Materials) or any part thereof howsoever caused whether by the aforesaid official contractor or the official freight forwarder or arising from or during the moving, transportation or shipment to or from the Exhibition Premises or otherwise.

11) Limitation & Exclusion of Liability

- (i) Notwithstanding any provisions express or implied herein to the contrary:-
 - a) the Organiser's liability to the Exhibitor whether founded in contract, tort (including negligence and misinterpretation), strict liability or any other legal characterization whatsoever arising out of or in connection with the Exhibition or the performance or non-performance of any of the Organiser's obligations under the Agreement shall be limited to the aggregate of all sums paid by the Exhibitor under the Agreement; and
- (ii) the Organiser shall not be liable to the Exhibitor for any special, indirect or consequential loss or damage of any kind including but not limited to any business interruption, loss of profits, loss of revenue, business, goodwill, contracts, anticipated savings or, loss of use of the equipment or attached devices, cost of substitute equipment, facilities or services or down time, whether founded in contract, tort, strict liability or any other legal characterisation whatsoever and whether sustained by the Exhibitor or any other person. The Exhibitor accordingly waives and relinquishes all claims to any such indirect or consequential loss or damage against the Organiser.
- (iii) Unless specifically agreed upon by the Organiser in writing, the Organiser gives no warranty, representation or guarantee of merchantability, suitability, reliability, originality or fitness of the Stand Space for any particular use of purpose (whether or not that purpose is known to the Organiser) or the results to be derived from the use of the Stand Space and all such warranty, representation and guarantee whether express or implied as to merchantability, suitability, reliability, originality or fitness for any particular use of purpose (whether or not that purpose is known to the Organiser) are hereby expressly excluded.

12) Sub-Licensing and on-Assignment

- (i) The license to use the Stand Space and/or to participate in the Exhibition is personal to the Exhibitor and is not transferable. No licensing or sub-licensing or sub-letting of the Stand Space or any part thereof shall be allowed without the prior written approval of the Organiser, such approval may be granted or refused at the absolute discretion of the Organiser and if granted, may be granted upon such terms and conditions as the Organiser deems fit.
- (ii) The Organiser may, without the consent or approval of the Exhibitor, assign or transfer any of its rights and/or obligations under the Agreement. The Exhibitor shall not assign or transfer any of its rights or obligations under the Agreement without the prior approval of the Organiser.

13) Termination

The Organiser shall be entitled (but not obliged) to terminate the Agreement upon the occurrence of any of the following events:-

- (i) the Organiser in its absolute discretion is of the opinion that:-
 - a) the Exhibition Premises is or may become unfit for occupancy; or
 - b) the holding of the Exhibition or the performance by the Organiser of any of the provisions of the Agreement are interfered with by any cause
 - c) the Exhibitor may be unable to perform or comply with any of its obligations under the Agreement;
- (ii) the Exhibitor commits a breach of any term of the Agreement;
- (iii) the Exhibitor goes into bankruptcy/liquidation (other than a voluntary for the purpose of reconstruction or amalgamation) or a petition for winding up is presented against the Exhibitor and such petition is not set aside within 30 (thirty) days of its presentation in Court upon an application by the Exhibitor or a members' resolution is passed or any legislation enacted for the winding up of the Exhibitor;
- (iv) a receiver and/or manager is appointed by the Court or any creditor pursuant to debenture or any other security document in favour of such creditor over the Exhibitor's assets or property or any part thereof;
- (v) any distress or execution or other process of a Court of competent jurisdiction is levied upon or issued against any part of the Exhibitor's business and/or the assets and such distress, execution or other process (as the case may be) is not satisfied by such Party within 30 days thereof; or
- (vi) as referred to in clause 5 herein, the Exhibition is cancelled or the venue for the Exhibition is changed. The Organiser shall not be liable or responsible to the Exhibitor for any loss, damages, claims, liabilities, penalties, actions, proceedings, demands and/or costs of whatsoever nature, whether suffered or incurred by the Exhibitor or any other person in connection with the termination of the Agreement.

14) Revocation of Licence

Upon the termination of the Agreement, the license granted to the Exhibitor under the Agreement to use Stand Space shall be immediately revoked and the Exhibitor shall immediately leave and remove all of its Exhibition Materials from the Exhibition Premises.

15) Set-off Clause

The Organiser shall be entitled (but not obliged) to deduct from or set-off against any money due from or payable by the Organiser to the Exhibitor any sum which the Exhibitor is liable to pay to the Organiser.

16) Self-help Remedies

In the event the Exhibitor breaches or contravenes any provision of the Agreement and/or fails, refuses or neglects to comply with any instruction or direction given by or on behalf of the Organiser, the Organiser shall

be entitled (but not obliged), and at the Exhibitor's costs and expense, to take all or any of the following course of action without first seeking any judicial intervention:-

- a) refuse admission of the Exhibitor, its representatives, employees, agents, contractors and/or invitees to the Exhibition Premises;
- b) close and/or clear the Exhibitor's Stand Space;
- c) take possession of the Exhibition Materials displayed and/or any goods and anything built or fitted by the Exhibitor; and
- d) any other course of actions as the Organiser deems necessary or appropriate

17) Laws and Regulations

The Exhibitor shall abide and comply at all times with all applicable laws, rule, regulations, guidelines and customary practice imposed by the relevant authorities or governmental bodies or agencies, the Organiser, the Lessor and all relevant party having control or jurisdiction over the Exhibition or the Exhibition Premises.

18) Force Majeure

If the Organiser is prevented or delayed by force majeure in the performance of any of its obligations under the Agreement, then the Organiser shall be excused (as applicable) the performance or punctual performance of its obligations under the Agreement as from the date of the occurrence of the force majeure and for so long as such clause of prevention or delay shall continue.

For the purpose herein, "force majeure" shall be deemed to be any cause affecting the performance of the Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party to perform and shall include but without prejudice to the generality of the foregoing, acts of God, fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural physical disaster, civil commotion, riot, terrorist activities, invasion, war threat or preparation for war, strikes, lock-outs or other industrial action, embargoes, changes in applicable laws or in the interpretation or application thereof by any governmental, quasi-governmental or other body charged with the administration thereof and political interference with the normal operations of the Organiser to perform or of the group of companies of which the Organiser is a member.

19) Partial invalidity

The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

20) Remedies and Implied Waivers

No failure or delay on the part of the Organiser to exercise any right or remedy under the Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof of the exercise of any other right of remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

21) Governing Law and Jurisdiction

- (i) The Agreement shall be governed by and construed in accordance with the laws of Malaysia.
- (ii) The Exhibitor hereby irrevocably and unconditionally submits to the non exclusive jurisdiction of the Courts in Malaysia for any disputes and conflict arising from the Agreement and waives any objections on the ground of venue or forum non-convenience or on similar grounds.

22) Exhibitor's Technical Manual

- (i) A copy of the Exhibitor's Technical Manual will be provided to the Exhibitor subsequent to the issue by the Organiser of the Confirmation Letter. The Exhibitor shall comply with all of the provisions of the Exhibitor's Technical Manual and all amendments, modifications, variations and supplements thereto from time to time.

23) Reservation of Rights

The Organiser reserves the right for itself and any personnel authorized by it to do all acts and things and to make all decisions relating to the Exhibition as it deems necessary or appropriate in the circumstances and all of such acts and things and decisions of the Organiser shall be binding upon the Exhibitor and the Exhibitor shall, where appropriate, comply with all of such decisions.

24) Exhibitor Enticement

The Exhibitor shall not entice or attempt to entice away any delegates participating WCOA 2010 from the premises where WCOA 2010 is held (Kuala Lumpur Convention Centre) or to interfere with the proceeding of WCOA 2010 during its official hours (09:00 – 17:00)

25) Time

Time wherever mentioned in the Agreement is of the essence.

26) Notices

- (i) All notices required to be served pursuant to the Agreement shall be in writing and signed by the party whom it served or by its solicitors and shall be sufficiently served for all purposes Of the Agreement on the party to whom it is addressed if it is delivered by hand or courier at or sent by pre-paid registered post or telefax (and confirmed forthwith, in the case of a notice sent by telefax, by the delivery by hand or courier or by ordinary or registered post of a copy of the notice) to such party's registered address or the address set forth in the Exhibition Registration Form or to such address or telefax number as one party may from time to time notify to the other party in writing.
- (ii) A notice sent:-
 - a) by telefax (and confirmed by the delivery of a copy thereof by hand or by registered post or ordinary post) shall be deemed to have been served upon the completion of the transmission thereof by telefax provided that the sender receives a transmission report confirming the receipt by the addressee of such notice; or
 - b) by registered post or ordinary post shall be deemed to have been served on the third day following the date on which it is posted; or
 - c) by hand shall be deemed to have been served at the time it is delivered; or
 - d) by courier shall be deemed to have been served on the third day occurring after the date on which it is delivered to, or collected by the courier company.

27) Successors-in-Title

The Agreement shall be binding on the respective successors-in-title and permitted assigns of the parties.