

EVENT PLANNING AGREEMENT

THIS AGREEMENT is made this 9 of January 2017

BETWEEN

PENANG GLOBAL TOURISM SDN BHD (50689-X), a company limited by guarantee incorporated in Malaysia and having its registered address at No. 8-B (First Floor), The Whiteaways Arcade, Lebuhr Pantai, 10300 George Town, Penang of the one part ("**PGT**");

AND

TLM EVENT SDN BHD (Company No. 1129110-M), a company incorporated under the laws of Malaysia and having its registered address at No.54-3-6, Wisma Sri Mata, Jalan Van Praagh, Bandar Jelutong, 11600 Penang of the other part ("**Contractor**").

(PGT and Contractor shall collectively be referred to as "**Parties**" and individually referred to as "**Party**").

WHEREAS: -

- [A] PGT is a state tourism bureau that was set up to promote, market and generate tourism to Penang state in Malaysia as well as serving as the focal point for coordination of all tourism activities with key tourism players locally and internationally.
- [B] The Contractor is an event planning company with considerable knowledge and experience in the field of planning/organizing festivals and events. The Contractor is desirous of organizing a series of events under a festival to be known as "Penang International Food Festival 2017" or such other names to be mutually decided by Parties later ("**Festival**").
- [C] With common objectives shared by Parties to –
 - (1) provide a platform to promote arts and culture;
 - (2) engage all stakeholders to work collectively with the aim of stimulating Penang's economy and its presence as a tourism destination;
 - (3) use the Festival as a catalyst to advance art and heritage education, promote dialogue and encourage mutual understanding between urban communities of the past and present
 - the Contractor undertakes to carry out all works in relation to the Festival including, but not limited to the preparation of conceptual planning for the Festival, programmes, management, recruitment, promotion and marketing of the Festival.
- [D] The Parties hereto agreed that the Contractor be given the exclusive rights to organize the Festival in the State of Penang subject to the terms and conditions contained in this Agreement.

NOW IT IS HEREBY AGREED as follows: -

CLAUSE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings: -

“Account”	means the account maintained by the Contractor for the Festival;
“Appropriate Authorities”	means all Federal, State and local Government statutory bodies and other authorities and bodies having jurisdiction from time to time and at any time over the approval of all festival and/or events and include all other statutory bodies and or authorities wherein their approvals, permits, licenses, and grants are required for the purpose of or arising from discharging the undertakings and obligations of the Contractor herein;
“Budget”	means the budget in a format presented by the Contractor to the Sponsor for the implementation of the Festival, a copy of which is annexed as SCHEDULE 1;
“Business Day”	means a day other than Saturday, Sunday and a public holiday in the State of Penang;
“Cash Contribution”	means the maximum reimbursable sum of One Million Ringgit (RM1,000,000.00);
“Commencement Date”	means 9 th January 2017;
“Festival”	means “Penang International Food Festival 2017” or such other names to be mutually decided by Parties later ;
“Services”	means the list of services to be performed by the Contractor as specified in Preamble C and Clause 5.

1.2 Interpretations

In this Agreement, except to the extent the context requires otherwise:

- (a) reference to clauses, schedules or annexures are references to clauses of, schedules and annexures of this Agreement;

- (b) a party includes that party's legal personal representatives, successors and permitted assigns;
- (c) this Agreement includes any schedule or annexure;
- (d) the index and headings are for convenience of reference only and shall not affect the construction and interpretation of this Agreement;
- (e) words applicable to natural persons include any body of persons, company, corporation, firm or partnership, corporate or incorporate and vice versa;
- (f) words importing any gender shall include all the genders;
- (g) words importing the singular shall include the plural number and vice versa;
- (h) where two or more persons or parties are included or comprised in any expression, agreements, covenants, terms, stipulations and undertakings expressed to be made to such persons or parties shall, unless expressly stated to the contrary, be enforceable by them jointly and severally and agreements, covenants, terms, stipulations and undertakings expressed to be made by or on the part of such person or persons shall be deemed to be made by and binding upon such persons or parties jointly and severally;
- (i) references to this Agreement or any other document or any specific provision of this Agreement or any other document to this Agreement shall include references to such document or such provision as in force for the time being and as amended from time to time in accordance with the terms of this Agreement;
- (j) any technical term not specifically defined in this Agreement shall be construed in accordance with the usage or definition commonly accepted by those in that profession or industry;
- (k) any words or expression as defined in this Agreement, the definition shall extend to all grammatical variation and cognate expression of the word or expression as defined;
- (l) reference to clauses shall be read in the case of sub-clauses, paragraphs and sub-paragraphs as being references to sub-clauses, paragraphs and sub-paragraphs as may be appropriate;
- (m) reference to an agreement other than this Agreement includes an undertaking, deed, treaty or legally enforceable arrangement or understanding whether or not in writing;
- (n) any statutes, statutory provisions, regulations, directives or treaties or any particular statute, statutory provisions, regulation, directive or treaty includes any amendment, modification, consolidation or re-enactment in force from time to time and any statutory instrument or regulations made under it;

- (o) Ringgit Malaysia and RM means the lawful currency of Malaysia;
- (p) for the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period from or after the specified date, the period is exclusive of, and time begins to run after, the date so specified;
- (q) any reference to a 'Business Day' is to a day other than:
 - (i) Saturday and Sunday; and
 - (ii) any holiday which is declared by the Government of Malaysia and/or Penang State Government as a public holiday;
- (r) any reference to a 'day', 'week', 'month' or 'year' is to that day, week, month or year in accordance with the Gregorian Calendar; and
- (s) any reference to 'normal business hours' shall mean the hours between 8 a.m. to 5.30 p.m on a Business Day.

CLAUSE 2: DURATION OF AGREEMENT AND FESTIVAL

2.1 Unless mutually agreed in writing, the Agreement shall –

- (a) come into effect from the signing date of this Agreement hereof; and
- (b) automatically lapse on 30th April 2017 or upon early termination, whichever is earlier.

2.2 Subject to the Contractor's fulfilment of its obligations herein, the staging of the Festival shall be carried out from 15th April 2017 to 30th April 2017 ("**Festival Period**") as follows –

- (a) 15th April 2017:
Old Penang Street Food Festival
- (b) 22nd April 2017:
Taste of Penang At The Park / Taste of Penang At The Waterfront
- (c) 24th to 30th April 2017:
Fringe Food Festival
- (d) Pocket events between 17th-21st and 24th-28th April 2017.

Details of the events and/or activities to be carried out during the Festival Period are annexed as SCHEDULE 2.

CLAUSE 3: SPONSORSHIP BY PGT AND APPOINTMENT OF CONTRACTOR

3.1 Cash contribution and manner of disbursement

- (a) Parties hereby agree that the total cash contribution to be received from PGT for staging of the Festival shall not be more than Ringgit Malaysia One Million only (RM1,000,000) ("**Cash Contribution**"); and
- (b) The Cash Contribution shall be made available to the Contractor subject to an extension of time as required by PGT (whenever necessary) which shall not be more than thirty [30] days from the schedule stated below:-

Tranche Payment No.	Amount (in RM)	Date
1	RM200,000.00	Signing date of this Agreement
2	RM200,000.00	By 30 th January 2017
3	RM200,000.00	By 15 th February 2017
4	RM200,000.00	By 15 th March 2017
5	RM200,000.00	Upon PGT's receipt of the final report from the Contractor

3.2 Appointment of Contractor

In consideration of the mutual covenants, undertakings, representations, warranties and the terms and conditions herein contained, PGT hereby appoints the Contractor and the Contractor hereby accepts the appointment to perform the Services upon the terms and conditions contained in this Agreement.

3.3 Duration of appointment

The appointment of the Contractor shall commence from the signing date of this Agreement hereof and shall continue until 30th April 2017 or any early termination in accordance with the terms herein contained.

CLAUSE 4: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to PGT that it:

- (a) has been incorporated under the laws of Malaysia;
- (b) has the power to enter into and perform its obligations and to carry out the transactions as contemplated by this Agreement;
- (c) is fully experienced and qualified to perform the duties and responsibilities necessary to carry out the Services and possesses the required professional expertise, organization, knowledge and availability of able,

- skilled and experienced personnel for the purpose of providing the Services and which it shall make fully available to PGT during the duration of this Agreement;
- (d) has taken all necessary actions to authorize the entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement;
 - (e) shall exercise due skill, care and diligence in its performance of the Services;
 - (f) possesses sufficient information to ascertain the general scope and nature of the Festival and Services;
 - (g) at the execution date of this Agreement, neither the execution nor performance by it of this Agreement violates any provision of-
 - (i) its memorandum and articles of association; or
 - (ii) any other documents or agreements which are binding upon its assets, respectively; and
 - (h) no litigation, tax claim, arbitration, dispute or proceeding is presently current or pending or, to its knowledge, threatened, which is likely to have a material adverse effect upon it or its ability to perform its financial or other obligations under this Agreement,

and the Contractor acknowledges that PGT has entered into this Agreement in reliance on its representations and warranties as aforesaid.

CLAUSE 5: CONTRACTOR'S OBLIGATIONS

5.1 In ensuring that the Festival is held successfully, the Contractor undertakes and shall be responsible for the following -

(a) Preparation and submission of applications etc

Prepare and submit all relevant applications, approvals consents, permits or plans to the Appropriate Authorities as well as paying all relevant application fees required to obtain the approvals, license and work permits of the Appropriate Authorities which are required for organizing the Festival.

(b) Costs, fees, expenses and surpluses

- (i) The costs to be included in the Budget shall be those which are reasonable and incidental to the services referred to in the Budget;
- (ii) Subject to clause 5.1(c), the Contractor shall be responsible for all costs and expenses of the applications to the Appropriate Authorities and all costs and expenses incidental to and in connection with the carrying out and completing the Festival, including, but without limiting the generality of the foregoing, the payment of employees' salaries and benefits, taxes, sub-contractors fees, security expenses, purchase of all equipment and materials necessary and water, electricity, telecommunication and other outgoings, local and other authorities, planning fees, insurance premium and other professional fees and expenses and other sums payable to the Appropriate Authorities;

- (iii) Bear all losses and/or shortfall concerning the Account stipulated in clause 5.1(c) should the total audited financial expenses for the Festival exceeds the Cash Contribution;
- (iv) Share with PGT in equal shares, any and all surplus monies concerning the Account stipulated in clause 5.1(c) as a result of the total audited financial expenses for the Festival;
- (v) The amount of the losses and surplus monies in clause 5.1(b)(iii) shall be based on the audited accounts furnished pursuant to clause 5.1(c)(iii) herein;
- (vi) Agree to absolve PGT from any responsibility in paying additional sum other than the Cash Contribution and actual sponsorship monies received from other sponsors for the purpose of the Festival; and
- (vii) Shall obtain PGT's prior written consent for all charitable fundraiser it intends to support utilizing the Budget.

(c) Account

- (i) Maintain the Account with all relevant details including, but without limiting the generality of the foregoing, the payment of employees' salaries and benefits, taxes, sub-contractors fees, security expenses, purchase of all equipment and materials necessary and water, electricity, telecommunication and other outgoings, local and other authorities, planning fees, insurance premium and other professional fees and expenses and other sums payable to the Appropriate Authorities, all monies paid to the Contractor, all payments to suppliers and service providers, all commissions, charges and interests accruing to the Contractor and any proceeds realised from any sale;
- (ii) Maintain the complete supporting documents of the Account for PGT's or the National Audit Department's audit purposes and shall furnish any supporting documents to PGT or to the National Audit Department as and when requested by the Appropriate Authorities and/or PGT; and
- (iii) Furnish to PGT accounts for the Festival audited by a certified public accountant within three months after the last day of the Festival;

(d) Purchase, procurement and supply

Make arrangements for the purchase, procurement and supply of all goods and services required in connection with the Festival provided that the purchase, procurement or supply shall be obtained at a cost and of a quality which is competitive;

(e) Appointment of sub-contractors, professionals, artists, employees and security personnel

Whenever appropriate, the Contractor shall –

- (i) appoint, engage and employ qualified and experienced sub-contractor(s), professionals, artists, security personnel, employees or helpers, staff or representatives over whom it shall have full control and power; determine their rates of remuneration and conditions of employment; and be responsible for all costs and expenses incurred from the date of their respective appointment(s) by the Contractor; and
- (ii) be fully responsible for the acts and omissions and defaults of or claim by the said sub-contractor, professional, artist, security personnel, employee, staff or representative;

(f) Compliance with relevant Acts

To comply with the provisions of all relevant Acts, Ordinances or Enactment and with all regulations or by-laws for the time being in force and affecting the Festival and the giving of all notices to and issue of all requisite sanctions by the Appropriate Authorities in respect of the Festival;

(g) Insurance

The Contractor shall at all times during the tenure of this Agreement insure and keep the employees, staff, personnel and/or the public participating in the Festival insured against injury or death with a reputable firm of insurers under the relevant policy or policies of insurance required by law or PGT and pay all premium for such insurance when due including all renewals of such policy or policies.

The Contractor shall furnish PGT with a copy of the insurance policy or policies undertaken in respect of the Festival within seven (7) days from the signing date of this Agreement;

(h) Indemnity

The Contractor is to indemnify and keep indemnified PGT against and without limitation hereof, all losses, costs, claims, expenses, damages, legal fees whatsoever sustained and incurred by PGT due to the default of the Contractor in the fulfillment of its obligations as expressed in this Agreement;

(i) Liability

The Contractor shall be liable for and shall indemnify, protect and hold harmless PGT, its employees, servants and agents from and against all suits, actions, demands, damages, losses, expenses and cost whatsoever arising under the applicable laws to which PGT, its employees, servants

and agents may be subjected by reason of injury to or the death of any person or damage to property of any person in any manner arising out of or in the course of or by reason of the carrying out the Services and the Festival;

(j) Change of directorships/shareholding

The Contractor shall first obtain PGT's written consent before implementing any change in the composition of its board of directors or shareholders;

(k) Report(s)

Furnish PGT with full information in relation to the Festival and when required to do so, prepare and submit reports and other data to PGT in relation to the Festival, including but not limited to the following:

- (i) conduct surveys and meetings with stakeholders involved in the Festival to obtain feedback and comments in respect of the Festival and compile all information/ media coverages / website in relation to the Festival; and
- (ii) prepare a closing report for the Festival, which covers aspects of festival management, finance, publicity and promotions, impacts of the festival and post festival overview in the format specified in SCHEDULE 3 herein within 3 months from completion of the Festival Period;
- (l) securing and maintain in force any and all statutory contributions and insurance required by law or regulations for all employees, staffs, personnel of the Festival; and
- (m) using its best endeavours to find other sponsors to give supporting and/or adequate financial support to the Festival.

5.2 The Contractor will promptly notify PGT of:-

- (a) any change of directors, shareholders and/or management structure of the Contractor's company;
- (b) any circumstances that have occurred that would materially prejudice the Contractor's ability to perform any of its respective obligations under this Agreement;
- (c) any litigation, investigation or proceeding which may exist at any time between the Contractor and any governmental authority which in either case, if adversely determined, could have an adverse effect on the operations, assets, business or financial or other condition of the Contractor; and
- (d) any litigation, investigation or other proceedings of any nature whatsoever being threatened or initiated against the Contractor before any court, tribunal or administrative agency which in either case, if

adversely determined, could have an adverse effect on the operations, assets, business or financial or other condition of the Contractor.

5.3 Upon the execution of this Agreement, the Contractor shall deliver to PGT the following documents: -

- (a) the certified true copy of the Contractor's Memorandum and Articles of Association; and
- (d) the Contractor's directors' resolution and shareholders' resolution (if required) authorising the terms and conditions of this Agreement.

5.4 Notwithstanding the obligations listed in this Clause, the Contractor shall also give effect to instructions given by PGT, from time to time.

CLAUSE 6: DEFAULT AND TERMINATION

6.1 Default by the Contractor

In the event the Contractor without reasonable cause –

- (a) fails to proceed regularly and diligently with the performance of its obligations under this Agreement;
- (b) defaults in performing the duties under this Agreement; or
- (c) breach any of its obligations or fail to comply with any other terms and conditions of this Agreement,

then PGT shall give notice in writing to the Contractor specifying the default and requiring the Contractor to remedy such default within thirty (30) days after the date of the notice. If the Contractor fails to remedy the relevant default within such period or such other period as may be determined by PGT, PGT shall have the right to terminate this Agreement at any time thereafter by giving notice to that effect.

6.2 General Default

If at any time –

- (a) an order is made or a resolution is passed for the winding up of the Contractor, except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors are protected;
- (b) the Contractor goes into liquidation or a receiver is appointed over the assets of the Contractor or the Contractor makes an assignment for the

- benefit of or enter into an arrangement or composition with its creditors or stop payment or are unable to pay its debts; or
- (c) execution is levied against a substantial portion of the Contractor's assets, unless it has instituted proceedings in good faith to set aside such execution,

then PGT shall have the right to terminate this Agreement forthwith by giving notice to that effect.

6.3 Consequences of termination

Upon termination of this Agreement under clause 6.1 or 6.2, the powers and rights granted by and the obligations in this Agreement shall terminate immediately PROVIDED THAT the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall continue even after the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement.

6.4 Termination on Corruption, Unlawful or Illegal Activities

- (a) Without prejudice to any other right of PGT, if PGT is satisfied that the Contractor, its personnel, servants, agents or employees is or are involved in corruption or unlawful or illegal activities in relation to this Agreement or any other agreements that the Contract may have with PGT, PGT shall be entitled to terminate this Agreement at any time by giving immediate written notice to that effect to the Contractor.
- (b) Upon such termination, PGT shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by PGT arising from such termination.
- (c) For the avoidance of doubt, the Parties hereby agree that the Contractor shall not be entitled to any other form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement under this Clause.

6.5 Termination on National Interest

- (a) Notwithstanding any provision of this Agreement, PGT may terminate this Agreement by giving not less than thirty (30) days' notice to that effect to the Contractor (without stating any reason thereof) if the State Government of Penang considers that such termination is necessary for the national interest, in the interest of national security or for the purpose of Government policy or public policy.
- (b) For the purposes of this Clause, what constitutes 'national interest', 'interest of national security', 'Government policy' and 'public policy' shall be solely made and determined by the State Government of Penang and such determination shall for all intent and purposes be final and conclusive and shall not be open to any challenge whatsoever.
- (c) In the event PGT exercises its rights pursuant to Clause 6.5(a), the Contractor shall not be entitled to damages and/or compensation.

- 6.6 Upon the termination of this Agreement for any reason whatsoever, the Contractor shall deliver to PGT all documents made by or for it in connection with the Services and the intellectual property rights thereto.

CLAUSE 7: FORCE MAJEURE

- 7.1 In the event of this Agreement or any material part thereof becoming impracticable of performance resulting from causes beyond the reasonable control of the Parties including but not limited to fire, strikes, riots, regulations of any civil or military authority of war, natural disaster, restraining actions by neighbouring proprietors or third Parties or Government regulations, this Agreement shall be deemed to have been frustrated and each of the Parties shall be discharged from and shall not be responsible for failing to perform its obligations under this Agreement PROVIDED THAT an Event of Force Majeure shall not include economic downturn, non-availability of or insufficient funds or lack of financing on the part of the Contractor to perform its obligations under this Agreement.
- 7.2 Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of an event of Force Majeure wherein such notice(s) shall contain details of the circumstances giving rise to the event of Force Majeure.
- 7.3 If a default due to an event of Force Majeure shall continue for a period of more than three (3) months, then the Party not in default shall be entitled to terminate this Agreement. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure.
- 7.4 Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an Event of Force Majeure has not occurred.

CLAUSE 8: OWNERSHIP OF DOCUMENTS/ASSETS

The Parties hereto agree that, all relevant plans, documents and submissions prepared by or caused to be prepared by the Contractor in respect of the Festival and all equipment, furniture, machinery and other materials purchased by the Contractor shall belong to and remain the property of PGT.

CLAUSE 9: INTELLECTUAL PROPERTY RIGHTS

- 9.1 PGT shall at all times, be the legal and beneficial owner of the intellectual property of the logo and the wordings to the Festival.
- 9.2 Insofar as the intellectual property of the logo and the wordings to the Festival in any ideas, inventions, plans, designs, calculations, drawings, documents, materials, know-how and information relating to the Festival are or become vested in the Contractor, the Contractor irrevocably undertakes to assign and transfer to PGT those rights at the end of this Agreement period or sooner determination. The Contractor shall pass all the documents in relation to the

above intellectual property of the logo and the wordings to the Festival to PGT, whether or not a request has been made by PGT.

- 9.3 PGT hereby grants to the Contractor a non-exclusive licence to use its intellectual property as stipulated in Clause 9.2 during the term of this Agreement.
- 9.4 Any use by the Contractor on any intellectual property stipulated in Clause 9.2 in any manner for other project(s) not related to the Festival is prohibited without PGT's prior written consent.

CLAUSE 10: MISCELLANEOUS

10.1 Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements and undertakings. No variations hereof shall be effective unless made in writing and signed by both Parties hereto.

10.2 Applicable Law

This Agreement shall be governed by the laws of Malaysia and shall be subject to the exclusive jurisdiction of the courts in Malaysia.

10.3 Time

Time wherever mentioned in this Agreement shall be of essence.

10.4 Waiver

No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof or the exercise of any other right or power hereof.

10.5 Further Acts and Deeds

The Parties hereto shall execute do and procure all other necessary persons or companies, if any, to execute and do all such further deed, assurance, acts and things as may be reasonably required so that full effect may be given to the terms and conditions of this Agreement.

10.6 Costs

Each Party shall bear its own solicitor's costs and expenses relating to this Agreement, except payment for the stamp duty which shall be borne and paid from the Account.

10.7 Notices

Unless otherwise specified herein, all notices, requests or other communications to or upon each of the Parties hereto shall be deemed to have been given, in the case of dispatched by hand on the day the same is acknowledged receipt by the recipient, or in the case of notice by letter five (5) days after the same is sent by prepaid registered post, or in the case of transmission by facsimile when the recipient's registered address number is shown on the sender's receipt of a confirmed log print-out for the transmission regarding the date, time and transmission of all pages and shall be addressed to the addresses of the Parties hereto hereinbefore mentioned or such other address as any of the Parties may designate from time to time by written notice to the other Party hereto –

(a) PGT:

Address: 8B(First Floor), The Whiteaways Arcade, Lebuh Pantai
10300 George Town, Penang, Malaysia
Tel No.: +604 2643456
Fax No.: +604 2643455
Email: chokyan@penangglobaltourism.com
Attention: Mr Ooi Chok Yan

(b) The Contractor:

Address: No.54-3- 6, Wisma Sri Mata, Jalan Van Praagh, Bandar
Jelutong, 11600 Penang
Tel No.: +6012-430 2251]
Fax No.: +604 2814469]
Email: jack.jacheritage@outlook.com
Attention: Mr Jack Wong

10.8 Exclusion of Implied Relationships

Nothing contained in this Agreement shall be deemed or construed to constitute any Party a partner or to create any trust or commercial partnership. No Party shall have the authority to act or to incur any obligations on behalf of the other Party or Parties except as expressly provided in this Agreement.

10.9 Headings

The headings of each of the provisions herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

10.10 Schedules

The schedules referred to in this Agreement shall be construed as an integral part of this Agreement to the same extent as if the same have been set forth verbatim herein.

10.11 Confidentiality

Save in respect of purposes expressly sanctioned by this Agreement, no information or documentation given or prepared for or in connection with this Agreement shall be disclosed or divulged by the Contractor without PGT's prior written approval to any third party or used by PGT otherwise than for the purposes of this Agreement. This restriction shall continue to apply, without limitation in point of time, unless and until such information or documentation comes properly into the public domain through no fault of the Contractor. This restriction shall continue to apply, notwithstanding the completion of the Services or earlier termination of this Agreement for any reason whatsoever.

10.12 Severability

Any term, conditions, stipulation, provision, covenant or undertaking in this instrument which is illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, conditions, stipulation, provision, covenant or undertaking herein contained.

10.13 Amendment

No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made by mutual consent and made in writing by way of supplementary agreement specifically referring to this Agreement and duly signed by the Parties.

10.14 Successors in Title And Assigns

This Agreement shall be binding upon the Parties hereto their successors in title and neither Party shall be entitled to assign in whole or in part any of its rights, duties and obligations as provided in this Agreement without the prior written consent of the other.

10.14 Spirit of Agreement

The Parties to this Agreement recognise that it is impractical to make provision for every contingency that may arise in the course of the observance or performance hereof. Accordingly, the Parties declare it to be a cardinal principle of this Agreement that this Agreement shall operate between them in accordance with the principle of good faith, with fairness and without detriment to the interests of any of them and if in the course of performance of this Agreement unfairness to any Parties is disclosed or anticipated or any dispute arises then the Parties shall use their best endeavours (without prior recourse to arbitration or litigation) to agree upon such action as may be necessary and equitable to remove or resolve the cause or causes of the same.

[remainder of page is intentionally left blank]

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

The Common Seal of
PENANG GLOBAL TOURISM SDN BHD
(50689-X)
was hereunto affixed in presence of :-



Designation: C. Z. O
Name: 001 CHOK YAN
NRIC No. 760112-07-5799

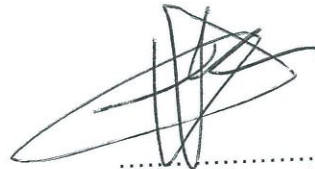


Designation: Assistant Manager
Name: Joan Pauline
NRIC No. 84920 073328

The Common Seal of
TLM EVENT SDN BHD
(Company No. 1129110-M)
was hereunto affixed in the presence of :-



Designation: Managing Director
Name: Wong Ka Sheng
NRIC No. 790714-07-5361



Designation: Director
Name: Ewe Chor Kiat
NRIC No. 800120-07-5345