

EVENT PLANNING AGREEMENT

AN AGREEMENT made this 22nd day of August 2017

BETWEEN

PENANG GLOBAL TOURISM (899127-U), a company limited by guarantee incorporated in Malaysia and having its registered address at C/o No. 8-B (First Floor), The Whiteaways Arcade, Lebuh Pantai, 10300 George Town, Penang of the one part (hereinafter referred to as "**the Sponsor**")

AND

TLM Event Sdn Bhd, a private limited company incorporated in Malaysia and having its registered address at No.54-3-6, Wisma Sri Mata, Jalan Van Praagh, Bandar Jelutong, 11600 Penang. (hereinafter referred to as "**the Contractor**")

WHEREAS: -

- [A] The Contractor has considerable knowledge and experience in the field of festivals and events planning and is desirous of organizing festival events known as "Penang Street Food Festival 2017" respectively or such other names to be decided by the parties mutually later (hereinafter referred to as "**the Festival**").
- [B] The Parties hereto have agreed that the Contractor be given the exclusive rights to organize the Festivals in Penang subject to the terms and conditions contained in this Agreement.

NOW IT IS HEREBY AGREED as follows: -

1. DEFINITIONS

- 1.1 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 Festivals;

"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 in 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 Two Hundred and Eighty Thousand Ringgit (RM280,000)
"Commencement Date"	means 22 nd August 2017;
"Festivals"	means "Penang Street Food Festival 2017";
"Party / Parties"	means the Sponsor and/or the Contractor;
"Services"	means the list of services to be performed by the Contractor as specified in clause 3.1 herein.

1.2 Interpretations

- (a) The headings in this Agreement are inserted for convenience only and shall not be taken, read and construed as essential parts of this Agreement.
- (b) Words applicable to natural persons include any body of persons, company, corporation, firm or partnership, corporate or incorporate and vice versa.
- (c) Words importing any gender shall include all the genders.
- (d) Words importing the singular shall include the plural number and vice versa.
- (e) 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.

2. AGREEMENT

2.1 Consideration

In consideration of the mutual covenants, undertakings, representations, warranties and the terms and conditions herein contained, the Sponsor hereby appoints the Contractor and the Contractor hereby accepts the appointment to perform the Services stipulated in clause 3.1 herein upon the terms and conditions contained in this Agreement.

The appointment of the Contractor hereunder shall commence from the date hereof and shall continue until 31st March 2017 or any early termination in accordance with the terms herein contained.

2.2 Obligations of Parties

The obligations of the Parties shall be as follows:-

(a) Sponsor's Obligations

- i) the Sponsor shall make available the Cash Contribution following schedule subject to an extension of time as required by the Sponsor which shall not be more than [30] days from the schedule stated below:-

Tranche Payment No.	Amount (in RM)	Date
1	RM200,000.00	On signing of this Agreement
5	RM80,000.00	After the Festival

(b) Contractor's Obligations

- i) the Contractor shall be responsible for the preparation and submission of all relevant applications, approvals consents, permits or plans to the Appropriate Authorities;
- ii) the Contractor shall maintain a statement of all income and expenditure;
- iii) the Contractor shall 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;
- iv) the Contractor shall give the Sponsor full information in relation to the Festival and when required to do so, prepare and submit reports and other data to the Sponsor in relation to the Festival, including but not limited to the following:
 - (1) conduct surveys and meetings with stakeholders involved in the Festivals to obtain feedback and comments in respect of the Festivals and compile all information/ media coverages / website in relation to the Festivals.
 - (2) 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 2** herein within 3 months after the Festival respectively.

v) the Contractor shall secure and maintain in force any and all statutory contributions and insurance required by law or regulations for all employees, staffs, personnel of the Festival;

vi) the Contractor shall use its best endeavours to find other sponsors to give financial support to the Festival;

Notwithstanding the above, the Contractor shall give effect to instructions given by the Sponsor from time to time.

3. THE FESTIVALS PLANNING

3.1 Services

The Contractor shall be responsible for all works in relation to the Festivals including but not limited to the preparation of conceptual planning for the Festival, programmes, management, recruitment, promotion and marketing of the Festival with the primary objective to provide a platform to promote arts and culture and to engage all stakeholders to work collectively with the aim of stimulating Penang's economy and its presence as a tourism destination. The Festival acts as a catalyst to advance art and heritage education, promote dialogue and encourage mutual understanding between urban communities of the past and present.

4. SUB-CONTRACTORS, EMPLOYEES AND PERSONNEL

- 4.1 For the purposes of carrying out the Services and the Festival, the Contractor shall, whenever appropriate, appoints qualified and experienced sub-contractor(s) and shall engage and employ its own personnel, employees, staff or representatives over whom it shall have full control and power and shall determine their rates of remuneration and conditions of employment. The Contractor shall be fully responsible for the acts and omissions and defaults of or claim by the said sub-contractor or personnel, employees, staff or representatives.

5 SUBMISSIONS AND APPROVALS

- 5.1 The Contractor shall make all necessary applications and pay all relevant application fees required to obtain the approvals, license and work permits of the Appropriate Authorities which are required for the organizing of the Festival.

6 OWNERSHIP OF DOCUMENTS/ASSETS

- 6.1 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 the Sponsor ("the Assets").

7. DURATION OF EVENT AND CONTRACT

- 7.1 Subject to mutual extension(s) in writing and to the other terms of extension of time under this Agreement, the Contractor shall ensure the staging of the Festival from 15 November 2016 to 15 May 2017 for the Festival.

- 7.2 The term of this Agreement shall end on 15 May 2017, unless any mutual extension(s) in writing by both parties.

8. COSTS, EXPENSES AND SURPLUSES

- 8.1 Subject to clause 10, 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.
- 8.2 The Contractor agrees to bear all losses concerning The Account stipulated in Clause 9 should the total audited financial expenses for the Festival exceeds the Cash Contribution.
- 8.3 Any and all surplus monies concerning The Account stipulated in Clause 9 as a result of the total audited financial expenses for each Festival shall be shared equally by the Sponsor and the Contractor.
- 8.4 The amount of the losses and surplus monies in clause 8.2 shall be based on the audited accounts furnished pursuant to clause 9.2 herein.
- 8.5 For the Festival, the Sponsor shall not be responsible to pay any additional payment other than the Cash Contribution and actual sponsorship monies received from other sponsors for the purpose of the Festival.
- 8.6 The Contractor shall obtain the written consent of the Sponsor for all charitable fundraiser it intends to support utilizing the Budget.

9. THE ACCOUNT

- 9.1 The Contractor shall 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. The Contractor shall maintain the complete supporting documents of the Account for the Sponsor's or the National Audit Department's audit purposes and shall furnish any supporting documents to the Sponsor or to the National Audit Department as and when requested by the authority and/or the Sponsor.
- 9.2 The Contractor shall furnish to the Sponsor accounts for the Festival audited by a certified public accountant within three months after the Festival Closing Day.

- 9.3 The costs to be included in the Budget shall be those which are reasonable and incidental to the services referred to in the Budget.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Sponsor shall be the legal owner of the intellectual property of the logo and the wordings to the Festival.
- 10.2 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 the Sponsor those rights at the end of the 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 the Sponsor upon request by the Sponsor.
- 10.3 The Sponsor hereby grants to the Contractor a non-exclusive licence to use its intellectual property during the term of this agreement.

11. DIRECTORSHIPS AND SHAREHOLDINGS

- 11.1 The Contractor shall first obtain the written consent of the Sponsor before implementing any change in the composition of its board of directors or shareholders.

12. CONTRACTOR'S COVENANTS

The Contractor shall: -

(a) Costs, fees and expenses

be responsible for and bear without limiting the generality hereof, 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;

(b) Sub-Contractors, professionals, artists, security personnel and employees

be free to appoint any sub-contractor, professionals, artists, security personnel and employees or helpers and shall be responsible for all salaries, charges, fees and costs and expenses incurred from the date of their appointment by the Contractor payable to the sub-contractors, professionals, artists, security personnel and employees or helpers;

(c) 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;

(d) Insurance

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 the Sponsor and pay all premium for such insurānce when due including all renewals of such policy or policies;

(e) Indemnity

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

13. NOTIFICATION

The Contractor will promptly notify the Sponsor of:-

- (a) any change of directors, shareholders and/or management structure of the company;
- (b) any circumstances that have occurred that would materially prejudice the Contractor's ability to perform any of his/their 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;
- (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.

14. WARRANTIES

14.1 The Contractor warrants and undertakes the following:-

- (a) It is a corporation validly existing under the laws of Malaysia and has the corporate and legal power to enter into and to perform its obligations under this Agreement;
- (a) It 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 the Sponsor during the currency of this Agreement;
- (b) It shall exercise due skill, care and diligence in its performance of the Services;
- (c) It has possesses sufficient information to ascertain the general scope and nature of the Festival and Services; and
- (d) No litigation, arbitration, tax claim, dispute or administrative 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 obligations under this Agreement.

15. DEPOSIT OF DOCUMENTS

15.1 Upon the execution of this Agreement, the Contractor shall deliver to the Sponsor the following documents: -

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

16. DEFAULT AND TERMINATION

16.1 Without prejudice to the Sponsor's other rights and remedies, in the event of any material breach of this Agreement by the Contractor, the Sponsor may notify in writing the Contractor specifying the nature of the breach and requiring the breach to be remedied within thirty (30) days from the date of the notice and if at the expiration of the thirty day period the breach has not been remedied, the Sponsor shall be entitled to terminate the Agreement by giving thirty (30) day notice to the Contractor.

16.2 Notwithstanding Clause 16.1 this Agreement may be immediately terminated by the Sponsor by giving a notice in writing to the Contractor if:

- 16.2.1 the Contractor is subject to any insolvency proceedings, reorganization or arrangement for the appointment of a receiver or trustee to take possession of its assets;
- 16.2.2 the Contractor shall make an assignment for the benefit of its creditors;
- 16.2.3 the Contractor has a writ of distress or any other form of execution levied against it or its assets,
- 16.3 Upon the termination of this Agreement for any reason whatsoever, the Contractor shall deliver to the Sponsor all documents made by or for it in connection with the Services and the intellectual property rights thereto.
- 16.4 The termination of this Agreement for whatever reason shall not affect any of the rights or liabilities of either party existing at the date of such termination.

17. GENERAL

17.1 Entire Contract

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.

17.2 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.

17.3 Time

Time wherever mentioned in this Agreement shall be of essence.

17.4 Non-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.

17.5 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.

17.6 Costs

(a) Solicitor's Costs

Each Party shall be responsible for its own legal costs.

(b) Stamp fees

The stamp fees payable on this Agreement shall be borne and paid from the Account.

17.7 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 despatched 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.

17.8 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.

17.9 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.

17.10 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.

17.11 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 the prior written approval of the Sponsor to any third party or used by the Sponsor 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.

17.12 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.

17.13 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.

17.14 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.

17.15 Force Majeure

- (a) 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.
- (b) 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.
- (c) 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.

18. LIABILITY

- 18.1 The Contractor shall be liable for and shall indemnify, protect and hold harmless the Sponsor, 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 the Sponsor, 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.

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

The Common Seal of the Contractor)
TLM Event Sdn Bhd)
(Company No. 1129110-M))
was hereunto affixed in the presence of:-)



.....
Designation: Director
Name: Wong Kee Sheng
NRIC No. 790719 07 5361

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

The Common Seal of the Sponsor)
PENANG GLOBAL TOURISM (899127-U))
was hereunto affixed in presence of :-)

.....
Designation: CEO
Name: Ooi Chor Yon
NRIC No. 760118 07 5799

.....
Designation: Assistant Manager
Name: Yoon Pauline
NRIC No. 840920 07 5382

.....
Designation: Assistant Manager
Name: Yoon Pauline
NRIC No. 840920 07 5382

