

VIRTUAL POC2020 EXHIBITION TERMS & CONDITIONS

1. Terms of Reference

For the purposes of the terms and conditions herein, the terms:

“**Organiser**” shall mean Bursa Malaysia Derivatives Berhad.

“**Exhibitor**” refers to any company, its employees and agents who have been approved by the Organiser and allocated an exhibition space at the Virtual POC2020 Conference on the Platform.

“**Exhibition Fees**” refers to the fees payable for the Exhibition as indicated in the Exhibition booth form.

“**Platform**” refers to the operating system environment on which the Virtual Conference including the exhibition is held on.

“**Virtual Conference**” refers to Virtual POC2020 which will be held virtually on 27 and 28 October 2020 and which shall include the information desk, conference, exhibition, networking and any other event organised in conjunction with the Virtual POC2020.

2. Application as an Exhibitor

The submission of the Exhibition booth form (“**Form**”) shall be deemed as acceptance of these terms and conditions by the applicant/Exhibitor. The application procedure is complete only when the Form and full payment of the Exhibition Fees are received by the Organiser.

The Organiser reserves the right to refuse any application and shall give the applicant notice in writing on the reason for the refusal of the application within ten (10) days from the date of such refusal.

Exhibitor Representative

The Exhibitor must name one contact that will be responsible for all administration relating to the Exhibition at the Virtual Conference.

Virtual POC2020 Exhibition Opening Hours

Dates	Opening Hours
27 October 2020	3:00 pm - 6:00 pm
28 October 2020	3:00 pm - 6:00 pm

Exhibitors are required to be available at their respective booths on the Platform at least 15 minutes before the start of the Exhibition. Booths must always be manned during the opening hours of the Exhibition. The Organiser reserves the right to change the date and/or opening hours of the Virtual Conference and the Platform. Exhibitors will be notified of the changes.

3. Exhibition Fees and Payment

Payment of the Exhibition Fees must be made in full upon submission of the Form. Deadline for submission of the Form is **18 September 2020**. Payment may be made by corporate/company cheque or bank draft made payable to **BURSA MALAYSIA DERIVATIVES BERHAD**. Payments made by way of telegraphic transfers are also permissible. However, a copy of the bank-in slip for payment made by way of telegraphic transfer must be emailed over to the Organiser at exhibition@pocmalaysia.com as proof of remittance.

Details of Bank Account:

Account Name: BURSA MALAYSIA DERIVATIVES BERHAD
Malayan Banking Berhad
Account No: 5-14012-01240-3

Menara Maybank
100, Jalan Tun Perak
50050 Kuala Lumpur
SWIFT Code No: MBBEMYKL

For avoidance of doubt, payment to the Organiser excludes all applicable taxes including withholding tax which is to be borne by the Exhibitor.

4. Allocation and Design of Exhibition Space

- a) Exhibition booths will be in virtual format on the Platform and will be listed in alphabetical order. Exhibitors will be provided an option of designs of the Exhibition booths for selection and confirmation and changes will not be allowed after a booth design is confirmed. The Organiser reserves the right to alter or change the booth allocation when deemed necessary in the general interest of the Conference without prior notice
- b) Exhibitors shall not sell, transfer, assign, sublet or share the link for access to the Exhibition booth allocated to them without the prior written consent of the Organiser.
- c) Exhibitors shall be solely responsible for the content and activities provided through its Exhibition booth during the Exhibition.
- d) No Exhibitor shall be permitted to exhibit unless it has paid all Exhibition Fees to the Organiser prior to the start of the Virtual Conference.

5. Cancellation

- a) All cancellations must be in writing. Once a written cancellation is made, a refund may be made as follows:
 - **Before 18 September 2020:** Refund of 50% of Exhibition Fees (Exhibition Fees less 50% as compensation for cancellation).
 - **On & After 18 September 2020:** No refund
- b) If the Exhibitor does not make full payment upon submission of the Form, the Exhibitor is deemed to have voluntarily withdrawn its application and the Organiser may cancel/terminate the exhibit space held for the Exhibitor.
- c) For cancellations under subsections (a) or (b) above, the Exhibitor is responsible for paying any charges incurred by the Organiser resulting from such event, to the relevant third parties.
- d) The Exhibition may be cancelled by the Organiser for any reason, which in the opinion of the Organiser, is commercially prudent to do so and/or due to circumstances beyond its control. In such an event, all Exhibition Fees paid by the Exhibitor will be refunded. The Exhibitor agrees that under these circumstances, the Exhibitor will have no further claim against the Organiser.

7. Undesirable Activities

Exhibitors shall display on the Platform, only goods that are used during and approved for the normal course of business. Sales by auction are prohibited. Betting, gaming and other activities that will, or may violate music and similar licenses are prohibited.

8. Change to and/or cancellation of Virtual Conference and/or Exhibition

The Organiser, in its sole discretion reserves the right to change any and all aspects of the Virtual Conference, including but not limited to, the Exhibition, should circumstances so require.

Save for as set out in Clause 5(c) above, the Exhibitors shall not be entitled to any compensation for damages that result from such alteration or cancellation.

9. Force Majeure

The Organiser shall not be liable for any delay or failure to perform its obligations under the terms and conditions herein caused by circumstances beyond the control and without the fault or negligence of the Organiser including war (declared or undeclared), natural disaster, acts of God, fire, blockades, earthquakes, pandemics, acts of terrorism and matters beyond the Organiser's reasonable control. The Exhibitor agrees that under these circumstances the Exhibitor will have no further claims against the Organiser.

15. Chat Function in the Exhibition Booth

Exhibitors will be permitted to have access to the chat function within the virtual Exhibition booth.

16. Personal Data Protection

The Exhibitor shall comply at all times with the Personal Data Protection Act 2010 (PDPA) and procure its employees to comply with the provisions of the PDPA as a data user or where relevant as a data processor (as defined in the PDPA). The Exhibitor shall not perform its obligations under this Agreement in such a way as to cause the Organiser to breach any of its applicable obligations under the PDPA. Where necessary, the Exhibitor shall obtain from its employees, agents, or contractors the necessary consents or to provide the necessary notifications required under the PDPA, to enable the Organiser to use any personal data.

17. Indemnity and Disclaimer

- a) Exhibitors shall indemnify the Organiser against any loss, costs, damage, injury, expenses and liabilities whatsoever which the Organiser incurs and/or any third party claims which arises directly or indirectly out of the participation in the Exhibition by the Exhibitors or its agents, contractors, employees or any other person for whom the Exhibitors are responsible for.
- b) The Virtual Conference which includes the Exhibition is delivered via the Internet and accordingly, may be subject to limitations, delays and other problems or issues inherent in the use of the internet and electronic communications. The Organiser does not represent or warrant that the use of the Platform will be secure, uninterrupted or error free. The Organiser shall not be liable for any delays, delivery failures, viruses, hacker intrusions or any other damage.

19. Refusal of Admission

The Organiser shall reserve the right to refuse any person admission to the Exhibition and shall inform the Exhibitors of the reason(s) of such refusal.

20. Exhibition Regulations

Exhibitors shall abide by the rules and regulations of the Exhibition that may be informed by the Organiser to Exhibitors. Failure to comply with the rules and regulations will constitute grounds for breach of the Agreement.

21. Breach of Agreement

In cases where Exhibitors fail to observe and/or perform any of the terms of this Agreement, the Organiser reserves the right to:

- a) Terminate the Agreement with immediate effect; and
- b) Forfeit all payment made by the Exhibitor.

22. Interpretation, Governing Law and Jurisdiction

Interpretation of the terms and conditions herein lies solely with the Organiser. The terms and conditions herein shall be governed by and construed according to Malaysian law. The parties hereby agree to submit to the exclusive jurisdiction of the Malaysian courts.

23. Successors in Title and Lawful Assigns

The terms and conditions herein shall be binding upon the parties, its successors in title and lawful assigns.