

**MARINA BAY SANDS PTE LTD**  
**AMENDED AND RESTATED ROOMS AND FUNCTION SPACE AGREEMENT NO. 1**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 between **MARINA BAY SANDS PTE LTD** (Co Regn No. 200507292R), a company duly incorporated under the laws of the Republic of Singapore, with its principal place of business at 10 Bayfront Avenue, Singapore 018956 (“**MBS**”); and

**THE INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS, INCOR** (“**CLIENT**”)

Unique Entity No.:

Address:

3 Park Avenue  
17th Floor  
New York , NY 10016  
USA

Contact Details:

1 352 872 5544  
manager@ieee-cas.org

Contact Person:

Mr Amara Amara  
CASS President

In respect of:

**IEEE / ISICAS 2021** (THE “**EVENT**”)

**Commencing: December 9, 2021**      **Ending: December 12, 2021** (“**Event Period**”)

**IT IS AGREED:**

[Upon execution of this Agreement by both parties, the terms and conditions set out herein supersede the Rooms and Function Space Agreement dated **14 June 2021** (the “Previous Agreement”). The rights and obligations of the parties in respect of the subject matter set out herein shall supersede and replace the rights and obligations of the parties as set out in the Previous Agreement. ]

**1. ROOM COMMITMENT/ROOM RATES/CUT-OFF DATE FOR CONFIRMATION**

**1.1 Room Block Commitment.** Client commits to purchase the following number of **Room Nights** at the Room Rates set out in Clause 1.2 below:

	Thu 9 Dec 2021	Fri 10 Dec 2021	Sat 11 Dec 2021
Deluxe King	10	10	10

**Total Room Nights: 30**

**1.2 Room Rates**

Room	Room Rate
Deluxe King (Inclusive of Internet Access)	SGD410.00++
Deluxe King (inclusive of Breakfast for one (01) person & Internet Access)	SGD445.00++
Deluxe King (inclusive of Breakfast for two (02) persons & Internet Access)	SGD480.00++

- (i) Room Rates are subject to service charge and prevailing government taxes and based on single or double occupancy.

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

- (ii) The use of any Room shall be subject to the MBS Room Use Policy annexed hereto as Schedule 1.
  - (iii) The request for bed type (1 single King bed or 2 Twin beds) is subject to availability.
  - (iv) The room rate set out above is in relation to the rooms in the Room Block Commitment. Reservation requests for Room Nights for the Event Period in excess of the Room Block Commitment shall be subject to availability and provided at the best available group room rate at the time of receipt of such reservation request.
  - (v) Additionally, Client's Attendees will be extended the group rate of **\$410.00**, subject to availability for three (3) days pre and post Peak Dates of **6 Dec 2021** through **8 Dec 2021** and **12 Dec 2021** through **14 Dec 2021** for up to a maximum of **10** rooms per night, provided that MBS' prevailing rate has not exceeded \$100.00 over Client's contracted rate.
- 1.3 **Cut-Off Date.** The Cut-Off Date for making reservations will be **Tuesday, November 9, 2021** ("Cut-Off Date"). Reservation requests received after the Cut-Off Date will be accepted only at MBS' discretion on a space available basis at the prevailing rate. All consumed and paid for reservations made pursuant to this Agreement and accepted after Cut-Off Date will be applied toward Client's Room Block commitment. Any rooms not confirmed on or before Cut-Off Date will be released by MBS for resale but this will not affect Client's obligation to pay for those rooms under this Agreement.
- 1.4 **Attrition Fees.** If the total number of rooms reserved by the Cut-Off Date or consumed and paid for after the Cut-Off Date in accordance with Clause 1.3 ("Materialised Rooms") is less than the Room Block Commitment, Attrition Fees (being the deficit between the Materialised Rooms and the Room Block Commitment multiplied by the respective Room Rates set out above) will be payable by Client. The Attrition Fees will be calculated on a cumulative basis.
- (i) A cumulative calculation of the Attrition Fees means the Attrition Fees are calculated based on the number of Materialised Rooms at the end of the Event Period, i.e. if the number Materialised Rooms for the day exceeds the Room Block Commitment for that day, the excess will be carried over to satisfy the Room Block Commitment for the rest of the Event.
- 1.5 **Attrition Option.** Client has a one-time right to reduce the Room Block Commitment by maximum of 100% by giving notice in writing prior to the Cut-Off Date.
- 1.6 **Reservation Confirmation Procedure.** Room Nights in the Room Block Commitment shall be considered confirmed only through the following method(s):
- (i) **Rooming List.** When Client supplies MBS by the Cut-Off Date, a rooming list of Client's Attendees requiring Room Nights in the Room Block Commitment. The Attendees' details, including full name, passport no (for foreigners) or NRIC no. (for Singaporeans and PRs), address, room type requested, specific billing instructions and arrival/departure dates must be included in the list for the confirmation to be effective.

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

## 2. MEETING AND FUNCTION SPACE/MEETING PACKAGE/FOOD AND BEVERAGE COMMITMENT

2.1 **Meeting and Function Spaces.** Client agrees to purchase a license to use MBS' meeting and function spaces (the "Authorized Areas") for the Event as follows:

Date	Time	Function	Function Room	Setup	No. of Attendees	Charges
10 Dec 2021 (Fri)	0900-1700	Secretariat	<b>Begonia Junior Ballroom:</b> 3010AB	Office (110sqm)	-	Complimentary
	0900-1700	Main Plenary/ Breakout Room #1	<b>Begonia Junior Ballroom:</b> 3011  <b>Begonia Junior Ballroom:</b> 3012, 3111-2 (For Safe Distancing Measures)	Rounds	40	<b>Easy Meeting Green Full day meeting package (with 2 coffee breaks &amp; lunch) at SGD115.00++ per person per day (40 pax)</b>
	1000-1030/ 1500-1530	Coffee Tea Break				<b>Customized Wireless Internet Package (Wi-Fi) service for a group - 050M/50M dedicated bandwidth at SGD3,500.00+ per day</b>
	1200-1300	Lunch				<b>Telecommunication Labor at SGD500.00+ per day</b>
	1200-1700	Breakout Room #2	<b>Cassia Junior Ballroom:</b> 3211  <b>Cassia Junior Ballroom:</b> 3212, 3311-2 (For Safe Distancing Measures)	Rounds	-	<b>Rental Charges of SGD1,800.00+ per room per day</b>  <b>**Additional AV Package at SGD1,400.00+ per day</b>
11 Dec 2021 (Sat)	0900-2200	Secretariat	<b>Begonia Junior Ballroom:</b> 3010AB	Office (110sqm)	-	Complimentary
	1800-2200	Gala Dinner	<b>Begonia Junior Ballroom:</b> 3011  <b>Begonia Junior Ballroom:</b> 3012, 3111-2 (For Safe Distancing Measures)	Rounds	40	<b>Minimum F&amp;B Spending of SGD120.00++ per person per day (40 pax)</b>

- (i) Function Room Rates are subject to prevailing government taxes and Food & Beverage / Meeting Packages are subject to service charge and prevailing government taxes
- (ii) MBS may, if necessary, change function rooms and areas allocated for the Authorized Areas (i) if there is significant change in the number of Attendees; (ii) as a result of room/area set up requirements; or (iii) for any other unforeseen circumstances. In such event, MBS shall use commercially reasonable efforts to give Client advance notice of such changes and any attendant change in rates.
- (iii) Function Room(s) will be set up as detailed in the Meeting Package below.
- (iv) Any event room set up or staging beyond the described in the agreed Food & Beverage/Meeting Package will be considered Additional Services. All Additional Services must be separately requested and shall be provided at additional cost by only MBS or authorised contractor by MBS.

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

2.2 **Meeting Package.** Client agrees to purchase the following meeting package for each Function above:

Easy Meeting Green Full Day Meeting Package (with 2 coffee breaks & 1 lunch) at SGD115.00 per person, per day with a minimum guaranteed attendance of 40 persons on 10 December 2021 (excluding 10% service charge and prevailing government taxes, gratuities, additional labor and production charges for any changes to Meeting Package made by Client)

**Easy Meeting Green Full day meeting package (with 2 coffee breaks & lunch) at SGD115.00++ per person per day, inclusive of;**

- Use of meeting room from 8.00am to 5.00pm
- Customized morning & afternoon coffee break menu with 4 snack items (chef's selection)
- Daily curated buffet lunch menu by Marina Bay Sands culinary team
- Writing materials and notepads placed at the event entrance
- Unlimited quantity of water stations and re-usable cups in the meeting room
- Complimentary self-park coupons of up to 20% of total delegates, with a maximum of 75 coupons per day
- Complimentary standard Wi-Fi access for all delegates at event area
- Complimentary use of 1 rostrum with 1 wired microphone, 2 x wireless hand-held microphone, 1 x LCD projector (5,500 ANSI Lumen full HD resolution), projection screen (16:9 format 160 inch diagonal, 12ft x 6.75ft) and one white board with marker pens.

***Personalise your event with our value-added services to enhance your green meeting and further engage your attendees:***

- *Dedicated Green Meeting Advisory Services to ensure seamless integration of your sustainable objectives throughout event*
- *Customisable community involvement (CSR) programmes*
- *Zero waste component programme*
- *Sands ECO360° post-event impact statement*
- *Sands ECO360° tours to showcase Marina Bay Sands' sustainability measures*

- (i) MBS shall be entitled to charge based on actual attendance or the minimum guaranteed attendance whichever is higher.

2.3 **Food and Beverage Commitment.** Client commits to food and beverage spend of not less than SGD 4,800.00 in the Authorized Areas at prevailing menu prices.

- (i) Food and Beverage Commitment amount excludes service charge, prevailing government taxes, gratuities and additional labour.
- (ii) Should Client's actual food and beverage spend be less than the Food and Beverage Commitment, Client shall be liable to pay the difference to MBS.

2.4 **Cut-Off Date for Technical Requirements.** All AV and technical requirements must be made by Tuesday, November 9, 2021.

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

### 3. DEPOSITS AND PAYMENTS

3.1 **Deposits.** Client shall pay the following deposits to MBS:

#### **ESTIMATED CHARGES TO MASTER ACCOUNT:**

Guestrooms: SGD410.00++ x 30 room nights x 10% refundable deposit	SGD	1,230.00
Meeting Package: SGD115.00++ x 40 pax x 1 day	SGD	4,600.00
Food & Beverage:	SGD	4,800.00
Room Rental:	SGD	1,800.00
AV:	SGD	1,400.00
Customized Wireless Internet Package:	SGD	3,500.00
Telecommunication Labor:	SGD	500.00
<b>Total</b>	<b>SGD</b>	<b>17,830.00</b>
<b>Total (includes 10% Service Charge &amp; 7% GST)</b>	<b>SGD</b>	<b>20,215.51</b>

Deposit Type	Due Date	Amount Due
Full Deposit	November 9, 2021	SGD 20,215.51

- (i) Deposits are subject to prevailing government taxes.
- (ii) Save in the event of Force Majeure, all deposits are non-refundable.
- (iii) If deposits are not made by due date, MBS shall be entitled to terminate this Agreement and Cancellation Fees shall be payable.
- (iv) If Cancellation Fees are payable, any deposits held by MBS shall be applied towards the payment of the Cancellation Fees.
- (v) Deposits shall at MBS' option be applied towards charges incurred by Client in respect of the Event.

3.2 **Client's Liability for Charges.** Save as provided below, Client shall be liable for all charges incurred in respect of the Event including but not limited to charges for the Authorized Areas, food and beverage (including coffee breaks and banquets) and any and all other requested services provided by MBS.

Charges incurred by Client's Attendees shall be paid in the following manner:

- (i) **Individual Liability for Room and Incidentals Only/Remainder to Master Account.** Client's Attendees shall be individually liable for payment of all amounts due in respect of his/her Room Nights and incidental charges (including applicable service charge and prevailing government taxes). Client shall require all individual Attendees to either (i) provide credit card details and authorization to the hotel as a guarantee at the time of confirmation of the Room Nights or (ii) make a first night deposit. Client shall obtain the consent of all Client's Attendees to the MBS cancellation policy and agrees to indemnify MBS against any and all claims from individual Attendees in relation to the implementation of the cancellation policy. All other charges incurred in respect of the Event shall be charged to Client's Master Account.

### 4. CANCELLATION FEES

**Cancellation Fees.** In the event of cancellation of the Event by either party in writing, the following Cancellation Fees shall be payable by the cancelling party to the non-cancelling party. All cancellation fees must be paid within 48 hours of receipt of the notice of cancellation:

Time of Receipt of Notice of Cancellation	Cancellation Fee Due (SGD)
Upon Signing of this Agreement by Client	SGD28,900.00

- (i) Cancellation Fees are subject to prevailing government taxes.

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

## 5. INSURANCE

- 5.1 **Production of Certificate of Insurance.** Client shall (i) keep in force; and (ii) upon MBS' request produce a certificate of insurance evidencing possession of Commercial General Liability insurance with coverage extending over the Event and with limits of liability of at least SGD 1,000,000.00 in any one occurrence. Client shall have completed by its insurance agent a certificate of insurance for the above policy. Client shall ensure that the insurance policy names Marina Bay Sands Pte. Ltd. and its officers, directors, agents, and employees as an Additional Insured party. Client's failure to provide such certificate or policy within the period specified herein shall constitute a material breach of this Agreement. All required insurance policies shall provide that the insurance carrier will give written notice to MBS at least fifteen (15) days prior to any material change in, cancellation or non-renewal of the policy. All insurance required by Client shall include a provision on cross liability and a full waiver of subrogation in favor of the additional insured whereby Client waives any and every claim which arises in its favor and against MBS, for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto.
- 5.2 Client shall ensure that all contractors hired by Client to work on any aspects of the Event procure and keep in force workers compensation and public liability insurance to the satisfaction of MBS.

## 6. MISCELLANEOUS

- 6.1 **Limitation on Liability.** In no event shall either party be liable to the other for any incidental, consequential, special, or punitive damages (including, without limitation, lost profits, lost business, loss of data or cost of substitute services) arising out of or in connection with any agreement between the parties, or the services performed thereunder under any theory of liability (whether in contract, tort, strict liability or otherwise), even if that party has been advised of the possibility of such damages. In addition, either party shall only be liable to the other under any theory of liability (whether in contract, tort, strict liability or otherwise) for any direct damages and liabilities in amount equal to (a) actual damages and liabilities or (b) the fees payable for the service(s) giving rise to the claim during the calendar year in which the event occurs, whichever is less. The above limitation of liability shall not apply to (i) parties' obligation to pay cancellation fees pursuant to clause 4; and (ii) any loss or claim with respect to the following: (a) personal injury or death caused to any person; (b) any actual or alleged breach or any representation and warranties relating to infringement of any intellectual property rights of any third party or misappropriation of any trade secret; (c) any breach of non-disclosure obligations.
- 6.2 **Non-Discrimination.** Client is committed to the principle that all persons shall have equal access to programs, facilities, services, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the Client's policy and/or applicable laws. Client prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status or any other characteristic protected by law. Client expects that its partners, contractors, affiliates and clients shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and where ever those individuals are conducting business with Client or participating in Client's events or activities.

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

**6.3 Compliance with Laws.** Each party represents and warrants that it shall comply with all laws and regulations that apply to its obligations and duties under this Agreement, including, but not limited to, all laws and regulations concerning data privacy or security or the collection, storage, transfer or other dissemination of personal data.

**6.4 Confidentiality and Ownership of Information and Other Assets.** Neither party shall disclose to a third party Confidential Information of the other party. The receiving party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. The foregoing obligations shall not apply to any Confidential Information that: (a) can be demonstrated to have been publicly known at the time of the disclosing party's disclosure of such Confidential Information to the receiving party; (b) becomes part of the public domain or publicly known, by publication or otherwise, not due to any unauthorized act or omission by the receiving party; (c) can be demonstrated to have been independently developed or acquired by the receiving party without reference to or reliance upon such Confidential Information, as evidenced by the receiving party's written records; (d) is provided to the receiving party by a third party who is under no obligation to the disclosing party to keep the information confidential; or (e) is required to be disclosed by law, provided that the receiving party takes reasonable and lawful actions to avoid and/or minimize such disclosure and promptly notifies the disclosing party so that the disclosing party may take lawful actions to avoid and/or minimize such disclosure.

All Confidential Information and any and all copies and reproductions thereof shall, upon the expiration or termination of this Agreement for any reason or within fifteen (15) days of written request by either party, be promptly returned to the other party, or in the alternative, destroyed upon such other party's written request. In the event of such requested destruction, the receiving party shall provide to the disclosing party written certification of compliance therewith within fifteen (15) days of such written request.

"Confidential Information" as used herein means information identified by either party as "Confidential" and/or "Proprietary," which are used for the purpose of performing the parties' obligations under this Agreement. "Confidential Information" shall include, but not be limited to, technical information, market research, membership data, analyses, studies, developments, processes, present and/or future product information, pricing information, business plans or other documents, information and materials that contain or reflect such information.

**6.5 Responsibilities of MBS.** Service of Alcoholic Beverages: If alcoholic beverages are to be sold or served at the event, such beverages shall be dispensed only by the MBS designated personnel.

The parties shall adhere to all applicable laws in the course of performing their obligations under the Agreement.

#### **6.6 Obligations of the Hotel**

a) **Quiet Enjoyment:** It is agreed that the demeanor of this meeting is quiet and conversational. Loud noises from adjoining or adjacent rooms are not acceptable and the Hotel assumes the responsibility to ensure that the meeting will not be disturbed. Unless identified specifically in the Hotel plans or in this Agreement, contracted meeting room spaces has no sight obstructions and sight lines for audiovisual presentations.

The Hotel will be responsible for ensuring that Client's use of all function space is free from outside distractions, disturbances and interruptions. Walls shall be soundproof, but if they are not, the Hotel shall avoid assigning to any function room(s) adjacent to or across from

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_



Client's function rooms any group which may generate noise sufficient to detract from Client's functions. If necessary, the Hotel shall leave an empty room between Client and such other group as a buffer to eliminate the risk of disturbance. The Hotel represents and warrants that there will be no overlapping meetings, conventions, special events, or other attractions planned to be held in the Hotel during the Event that could affect the ordinary use of the meeting rooms or other facilities to be used by the Client and its attendees.

- b) Emergencies: In the event that Hotel becomes aware of a medical or other emergency pertaining to Client's attendee(s) who are located in Hotel, then Hotel shall immediately notify Client of the name of such attendee and the nature of the emergency.
- c) Prompt Check-In and Check-Out: The Hotel warrants that it will have sufficient staff to promptly handle check-ins and check-outs during the Event Period including but not limited to front desk, bellhops, doormen, valet parking attendants, etc.
- d) Protections and CPR: Hotel warrants that it shall maintain during the meeting period all appropriate measures to protect the person or property of Client, its employees and meeting attendees from loss or injury in accordance with applicable laws. At all times during the meeting period, Hotel shall have on its premises at least one (1) person trained in cardio-pulmonary resuscitation (CPR) and at least one (1) automated external defibrillator in good working order for use in cardiac and other emergencies.
- e) With respect to guests with disabilities, the Hotel agrees to provide reasonable auxiliary aids and services whenever such services are required for a conference held at the Hotel. The Hotel agrees to use reasonable efforts to make the Hotel premises accessible for guests with disabilities by removal of barriers wherever possible.

## **7. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS OF SALES AGREEMENT**

- 7.1 Clause 2.2 of the of the General Terms & Conditions of Sales Agreement be deleted in its entirety and superseded as follows:

"The following conditions shall apply to all Clients who use their own contractors on MBS' premises: (i) Client accepts responsibility for any damage, injury, death or other loss caused to any person or property by its contractors' work or operation of any equipment (including fines or penalties); (ii) Client undertakes to only appoint contractors properly licensed to carry out the work; (iii) Client provides its contractors with MBS' required safety manual and procedures; and (iv) Client complies with and procures its contractors' compliance with such safety or other procedures."

- 7.2 Clause 3.2 of the General Terms & Conditions of Sales Agreement be deleted in its entirety and superseded as follows:

"Credit Standing. If Client is permitted a Credit Account, MBS may require Client to furnish deposits if, in MBS' reasonable opinion, Client's credit standing significantly decreases."

- 7.3 Clause 5.2 of the General Terms & Conditions of Sales Agreement be deleted in its entirety and superseded as follows:

"5.2 Remedies. Upon the occurrence of an Event of Default that is either (i) not cured within 5 business days of written notification of the breach from MBS; or (ii) not curable by its nature, and in addition to any other remedies MBS shall be entitled to at law and without prejudice to any rights or obligations which have accrued or become due as between MBS and Client, MBS may exercise any or all of the following rights:

5.2.1 Terminate this Agreement;

5.2.2 Accelerate the payment of any amounts due hereunder;

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_



5.2.3 Declare this Agreement as having been cancelled by the Client and demand payment of the Cancellation Fee from the Client;

5.2.4 Apply any sums standing to the credit of the Client from the Client's Credit Account to satisfy or reduce its obligations to MBS; and/or

5.2.5 Apply monies from any deposits or payments made by the Client to MBS on or toward any other agreement between the Client and MBS in satisfaction of, or reduction of any amounts due under this Agreement to MBS."

7.4 Clause 7 of the General Terms & Conditions of Sales Agreement be deleted in its entirety and superseded as follows:

"In the event that either Party's obligations to the other Party under this Agreement are rendered impossible or illegal by a force beyond that Party's reasonable control (including, but not limited to, fire, flood, riot, earthquake, civil commotion, strike, lockout, labour disturbances, explosion, sabotage, accident, war, Act of God, or any law, ordinance, rule or regulation which becomes effective after the execution of this Agreement) that Party shall not be liable to the other Party for such delay or inability to perform its obligations pursuant to the provisions of this Agreement. In such event, the Parties agree to work together in good faith to reschedule the Event. If a force beyond either Party's reasonable control renders impossible the rescheduling of the Event within 24 months from the Event Period set out in this Agreement, the Parties shall be released from their respective obligations."

7.5 Clause 8.1 of the General Terms & Conditions of Sales Agreement be deleted in its entirety and superseded as follows:

"The Client shall indemnify and hold harmless MBS from and against any and all claims, demands, losses and damages (including injury or death), costs and expenses (including, but not limited to, Cancellation Fees, charges incurred on the Client's Credit Account, Attrition Fees, collection agency fees, legal fees and court costs) arising from, in relation to and/or in connection with the Client's use of the Authorised Areas (if any), MBS' premises and any and all activities conducted or undertaken by the Client, the Client's officers, directors, employees, agents, contractors and/or the Client's Attendees where such claims, demands, loss and damage, costs and expenses are a result of the default and/or negligence of the Client, the Client's officers, directors, employees, agents, contractors and/or the Client's Attendees or any breach of the Client's obligations under this Agreement. MBS shall be liable for any losses or damages incurred by Client arising directly from fraud or gross negligence of MBS save that such liability shall exclude any losses or damages in respect of consequential or special damages."

7.6 Clause 14 of the General Terms & Conditions of Sales Agreement be deleted in its entirety and superseded as follows:

"No modification of or addition or amendment to this Agreement shall be binding unless agreed to in writing and signed by both Parties. Neither this Agreement nor any rights or obligations under this Agreement may be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party."

7.7 Clause 16 of the General Terms & Conditions of Sales Agreement be deleted in its entirety and superseded as follows:

"Neither Party's failure to enforce or delay in enforcement of any provision hereof, or any right hereunder shall be construed as a waiver of such provision or right. Either Party's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right."

7.8 Clause 17 of the General Terms & Conditions of Sales Agreement be deleted in its entirety and superseded as follows:

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_



“MBS shall be permitted to carry out renovations, designs and/or construction of new facilities in or around the Authorised Areas as long as such work does not materially interfere with the Event. In the event that any renovations, designs and/or construction of new facilities is being carried out at the Authorised Areas such that it will have a material detrimental impact on the Event, the Client shall have the right to terminate this Agreement.”

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

## 6. ACCEPTANCE

- 6.1 **Validity.** Subject to the execution of this Agreement by MBS, the terms of this Agreement as set out above, including but not limited to the Room Rates shall be valid until **Friday, September 17, 2021** after which the terms shall, at the MBS' option, be varied or revoked and rendered null and void.
- 6.2 **General Terms and Conditions.** This Agreement incorporates the provisions of the General Terms and Conditions of Sales Agreement.
- 6.3 **Execution.** This Agreement shall only be effective upon execution by both Parties to this Agreement.

***IN WITNESS WHEREOF,*** MBS and Client have executed and delivered this Agreement as of the date and year first above written.

**THE INSTITUTE OF ELECTRICAL AND  
ELECTRONICS ENGINEERS, INCOR**

**MARINA BAY SANDS PTE. LTD.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

**Mr Michael B. Lee**  
\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

**Vice President of Sales**  
\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Stamp**

\_\_\_\_\_  
**Company Stamp**

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_

**SCHEDULE 1**

**MBS Room Use Policy**

[As attached hereto]

Client's Initial: \_\_\_\_\_

Hotel's Initial: \_\_\_\_\_