

Business Contract Law Week For China, Indonesia, Myanmar & Singapore

Understanding Contract Law and Its Unique Application in Each Country for Non-Legal Professionals



4 Separately Bookable Seminars (China, Indonesia, Myanmar & Singapore) in 1 location

SEMINAR 1: CHINA BUSINESS CONTRACT LAW

(Day 1): 22nd July 2013, Monday



Joseph Chan
Partner
Sidley Austin LLP, Shanghai, China

SEMINAR 2: INDONESIA BUSINESS CONTRACT LAW

(Day 2): 23rd July 2013, Tuesday



Rahayu Ningsih Hoed
Partner and Head of Dispute
Resolution
Makarim & Taira S.



Agung Darmawan
Associate
Makarim & Taira S.

SEMINAR 3: MYANMAR BUSINESS CONTRACT LAW

(Day 3): 24th July 2013, Wednesday



Wint Thandar Oo
Partner
Polastris Wint & Partners



Sebastian Pawlita
Partner
Polastris Wint & Partners

SEMINAR 4: SINGAPORE BUSINESS CONTRACT LAW

(Day 4 & 5): 25th - 26th July 2013, Thursday & Friday



VCS Vardan
Founder
VCS-Trinity Consultants Singapore

CHINA BUSINESS CONTRACT LAW

Seminar One: 22nd July, Shangri-La Hotel, Singapore



Joseph Chan
Partner
Sidley Austin LLP, Shanghai, China

Joseph Chan is an award-winning corporate lawyer with two decades of experience. For many consecutive years, Joseph has been ranked by *Chambers Asia Pacific*, *Legal 500*, and *IFLR 1000* as one of **Asia's leading lawyers** in private equity, M&A and capital markets. Joseph is also listed by Legal Media Group's *Expert Guides* as one of the **world's leading lawyers** for M&A. He is featured in AVCJ/Private Equity Asia *Who's Who in Private Equity*. He is the **author and editor of *Venture Capital and Private Equity in China***, the first definitive bilingual treatise published by LexisNexis and China Law Press. Joseph frequently speaks at industry conferences and has been quoted in *The Wall Street Journal*, *Harvard Business Review China*, *Bloomberg Businessweek*, *Forbes*, *FinanceAsia*, *Washington Post*, and *South China Morning Post*, among others. Joseph has lectured at leading institutions such as **Harvard, Stanford, Columbia, UCLA, NYU, NUS, Fudan and Shanghai Jiao Tong University**. He has worked on over US\$50 billion of transactions, including going private bids, strategic mergers, tender offers, asset acquisitions, stock acquisitions, joint ventures, private placements, initial public and follow-on offerings. Joseph's experience spans the pharmaceutical, energy, financial services, automotive, retail, and technology industries. He has represented Global 500 companies, sovereign wealth funds, private equity funds, hedge funds, and prominent emerging growth companies in a variety of sophisticated cross-border transactions including **GIC, Citi Ventures, GlaxoSmithKline, Baxter, Chevron, BNP Paribas, Pallieter Group, SiRF Technology, Atheros Communications, Castle & Cooke, Andatee China Marine Fuel Services** and more.

PROGRAM SUMMARY

China is a major strategic market for most global and Asian companies. Yet, in a 2012 report by the China Europe International Business School, 60% of global executives surveyed said that Chinese laws are "unclear, changing and inconsistent", creating a major concern for most global companies looking to do business in China. With restrictions on foreign investments and a unique legal system, entire contracts can be rendered unenforceable if commercial entities and professionals do not have a sound understanding of contract law in China.

This highly comprehensive and interactive seminar on *China Business Contract Law* is specifically tailored to meet the needs of non-legal professionals who are doing business in China. In this two-day seminar, you will be equipped with a working understanding of key issues and components of contract law to be able to safeguard your company against the uncertainties and complexities of commercial endeavors in China. Led by **Joseph Chan, an award-winning and top-tier corporate lawyer in Asia and the world** with two decades of experience, you will learn how to effectively navigate the legal system in China for business success, learning from best practices and China case studies to **handle regulatory uncertainties, understand the legal effectiveness of pre-contractual documents, address major issues in the drafting process, ensure contracts are legally enforceable, work around foreign investment controls and deal with the discharge of a contract** all in the context of China's unique legal system and processes. Practical learning will be enhanced through case reviews of actual court cases and disputes across a range of China industry sectors.

PROGRAM FEES

Early Bird 1 (before 27 May 2013): S\$1,650

Early Bird 2 (before 24 June 2013): S\$1,850

Regular Fees: S\$1,950

PROGRAM AGENDA – 22ND JULY 2013, MONDAY

Background on Entering into a Contract with a Chinese Entity

- Contract formation and effectiveness
- Contract transfer or assignment
- Identify the legal representative
- Identify the type of entity involved
 - » Domestic entity vs foreign entity
 - » Private entity vs state-owned entity
- Understand the uses of a corporate seal/ensuring effectiveness of the agreement
- Understand whether the agreement should be notarized, approved or registered
- Understand whether a stamp tax applies
- Introduction to relevant approval authorities
 - » State Council
 - » Ministry of Commerce (MOFCOM)
 - » National Development and Reform Commission (NDRC)
 - » State Administration of Foreign Exchange (SAFE)
- The legal effectiveness of term sheets or Memorandums of Understanding
 - » Overview of terms and conditions
 - » Non-competition, confidentiality and exclusivity
 - » Binding effect
 - » Choice of governing law

CHINA BUSINESS CONTRACT LAW

Seminar One: 22nd July, Shangri-La Hotel, Singapore

PROGRAM AGENDA – 22ND JULY 2013, MONDAY

Negotiating a Stock Purchase Agreement with a PRC Company

- Outline of process and documentation
- Description of major issues that frequently arise in the drafting process
- Outline of major conditions precedent
- Discussion of foreign investment controls
 - » Catalogue for Guidance of Foreign Investment
 - » Regulations Concerning Mergers and Acquisitions of Domestic Enterprises by Foreign Investors
 - » Anti-monopoly Law of China
- Warranties and indemnities
- Discussion of the difference between private and public company deals

Negotiating a General Commercial Contract with a PRC Company

- Understanding the nature of business of the counterparty
- Knowing your company's internal policies before commencing negotiations
- Major due diligence issues
- Discussion of the major issues that frequently arise in the drafting process

Unenforceable Contracts & Situations where Contracts can be Avoided

- Contract with an unauthorized agent
- Incapacity, minors, limited capacity
- Process for avoidance or alteration of a contract
- The effect of an avoidance

Effect of Unconscionability, Illegality & Public Policy on a Contract

- Excessive benefits
- Fraud, threats, unfair advantage, acts contrary to public order

Situations Leading to the Discharge of a Contract

Effect of Supervening Events, Force Majeure & Frustration

Breach of Contract, Remedies, Litigation & Dispute Resolution

- Breach of Contract
- Remedies
 - » Injunctions, dismissal, security for costs
 - » Damages
- Litigation
 - » Introduction to PRC courts
 - » Understanding the discovery process in China
 - » Legal proceedings
 - » Enforcement of local and foreign judgments
- Arbitration
 - » Introduction to arbitration bodies in the PRC
 - » Ensuring the validity of arbitration agreements
 - » Discussion of authority, qualifications, independence, characteristics, impartiality, appointment and removal of arbitrators
 - » Confidentiality
 - » Procedure:
 - Overview of applicable rules
 - Overview of procedure to initiate a proceeding
 - The impact of the new rules published by China's leading arbitral institution (CIETAC)
 - Arbitration-related amendments to the PRC Civil Procedure Law
 - Appeals
 - Costs
 - Enforcement

Final Thoughts & Awarding of Certificate

INDONESIA BUSINESS CONTRACT LAW

Seminar Two: 23rd July 2013, Shangri-La Hotel, Singapore



Rahayu Ningsih Hoed

Partner and Head of Dispute Resolution
Makarim & Taira S.

Rahayu Ningsih Hoed (Yayuk) has extensive experience in almost every aspect of legal practice, from mass terminations of employment (more than 400 employees in one case) to arbitration; from major land acquisitions for infrastructure to mining projects and the project financing of large capacity power plants (1,320 MW), like the Tanjung Jati B Project and its recent expansion. Yayuk is a sworn translator and has authored/co-authored a number of significant publications. Yayuk is Head of the Resolution of Disputes Department. Praise for Yayuk's advice from clients include: "incredible, extremely well-considered advice", "ensuring that deals always involve remarkable levels of risk management", which derive from her experience as a journalist and as a paralegal. Her expertise is recognized in several legal directories such as Chambers and Partners as a Key Individual for Dispute Resolutions and Real Estate; and Legal500 as a Leading Individual for Corporate and M&A, Employment, Projects and Energy and Real Estate. Asialaw Profiles have also selected her as one of their recommended lawyers. Yayuk has represented many major companies such as PT Central Java Power/Sumitomo Subsidiary on acquisition of approximately 70 hectares land area in Central Java, Cirebon Electric Power with regard to land matters, GE Corporation regarding shareholders dispute, Exxon-Mobil Oil Inc. on its employment matters, PT Arun NGL Co. with regard to its mass termination of employments, PT Cikarang Listrindo on electric power matters, etc.



Agung Darmawan

Associate
Makarim & Taira S.

Agung Darmawan is an Associate at Makarim & Taira S. (M&T) in the Corporate and Commercial and Banking and Finance departments. He has been involved in several corporate acquisitions as well as major banking and IPO deals. Agung graduated from Pelita Harapan University, Indonesia and joined M&T in 2011. He was ranked 1st in the Mergers & Acquisitions Law Debate Competition held by the University of Indonesia Business Law Community in 2010. Agung was involved in representing JP Morgan and PT Mandiri Sekuritas as the underwriters for the Initial Public Offering (IPO) of PT Express Transindo Utama Tbk in 2012 with both domestic and international offerings. Recently, Agung was also involved in assisting an International Legal Counsel to advise Marlin Equity Partners on Indonesian legal aspects in relation to Marlin Equity Partners' global acquisition of Nokia Siemens Network's optical network business.shareholders dispute, Exxon-Mobil Oil Inc. on its employment matters, PT Arun NGL Co. with regard to its mass termination of employments, PT Cikarang Listrindo on electric power matters, etc.

PROGRAM SUMMARY

As companies seek to actively participate in Indonesia's strong economic growth (*projected by the World Bank at 6.2% for 2013*), either directly or with local business partners, it will be timely for business executives to understand the intricacies of contract law in Indonesia. Having a strong contract will help you to better manage risks as well as to avoid potential costly losses and disputes when conducting business in Indonesia.

Designed exclusively for busy business executives like you, this intensive one-day executive program will help you to **acquire a concise understanding of Indonesian contract law and its application in practice**. In this one-day program, we will mainly discuss the following issues: *the requirements for the validity of a contract, the reasons for cancelling or terminating a contract in Indonesia and the proper way to settle a dispute arising from a business contract involving Indonesian parties*. By the end of the program, participants will have a **clear understanding of how to draw up a business contract in Indonesia which protects the rights and obligations of all parties sufficiently and how to avoid potential disputes**, learning from recent court cases and actual disputes across a range of Indonesia industry sectors.

This program will be relevant for all C-level, Directors, Head of Departments, Managers & Executives in commercial enterprises with responsibility to draft, review or execute contracts in Indonesia, including those dealing with Contracts, Commercial, Sales, Purchasing / Procurement, Project Management, Business Development, Operations, Finance and Administration.

PROGRAM FEES

Early Bird 1 (before 27 May 2013): S\$1,650

Early Bird 2 (before 24 June 2013): S\$1,850

Regular Fees: S\$1,950

INDONESIA BUSINESS CONTRACT LAW

Seminar Two: 23rd July 2013, Shangri-La Hotel, Singapore

PROGRAM AGENDA – 23RD JULY 2013, TUESDAY

WHAT ARE THE REQUIREMENTS FOR A VALID CONTRACT UNDER INDONESIAN LAW?

- Consent
 - » How should consent be given?
 - » Is the “offer and acceptance” concept recognized under Indonesian Law?
 - » Is “acceptance by conduct/silent acceptance” considered as consent? (Case Study: The extension of a distributorship agreement based on “silent acceptance” from the principal in the *PT Dwi Damai v. PT Phillips Indonesia and Phillip Electronic Singapore Pte Ltd* case)
- Legal Capacity
 - » What is the age of consent under Indonesian Law?
 - » The difference between Legal Capacity and Legal Competence to enter into a contract.
- A Certain Object
 - » What goods can be the object of a contract?
- Lawful Cause
 - » What is the meaning of “cause”? Does it mean the “motive” of the parties to the contract or the “content” of the contract?
 - » What is a “Severability” clause in a contract?
- What are the consequences of non-fulfillment of any of the above requirements?

BREACH OF CONTRACT AND ITS EFFECTS

- In what situation can one of the parties to the contract be deemed to be in breach of the contract?
- Are anticipatory breach and repudiation of contract recognized under Indonesian Law?
- What are the possible defenses for a defaulting party?
 - » What events can be categorized as force majeure under Indonesian Law?
 - » How can we use the “non-performance by the other contracting party” as defense?
 - » What provisions under Indonesian Civil Code which are commonly waived by the parties to a contract and what is the rationale for the waiver?
- Effects of Default
 - » What remedies can the defaulting party be forced to perform?
 - » Does Indonesian Law recognize liquidated damages, consequential damages and punitive damages?
 - » Is it possible to exclude or limit the defaulting party’s liability?

WHAT IS THE PROPER WAY TO SETTLE A DISPUTE ARISING OUT OF A BUSINESS CONTRACT INVOLVING INDONESIAN PARTIES?

- How do we choose the governing law of a contract? Is there any specific requirement under Indonesian Law?
- What is the most appropriate forum for settling a dispute arising out of a business contract?
 - » What are “relative competence” and “absolute competence”?
 - » How do dispute settlement through the “Courts” and through “Arbitration” compare?
 - » What is the proper forum for settling a dispute involving the Government of Indonesia (for instance: disputes arising from Contract of Work of a Mining Area or Production Sharing Contract of an Oil & Gas Work Area in which the Government of Indonesia is one of the parties to the contract)?
 - » How can foreign arbitral awards be enforced in Indonesia? (Case Study: Enforcement of Foreign Arbitral Awards in the *PT Direct Vision v. Astro Group and PT Pertamina (Persero) v. Karaha Bodas Company LLC* cases)

FREQUENTLY ASKED QUESTIONS (INDONESIAN LAW RELATED QUESTIONS) ABOUT DRAFTING BUSINESS CONTRACTS

- What is the legal impact of a contract not having an Indonesian duty stamp? Is the contract invalid?
- Must business contracts involving Indonesian parties be drawn up in the Indonesian language?
- Must payments to Indonesian parties under a contract be in Indonesian currency (Rupiah)?
- In international trading activities involving Indonesian parties as exporters, can payments for the export products be transferred into the offshore accounts of the exporters?

MYANMAR BUSINESS CONTRACT LAW

Seminar Three: 24th July 2013, Shangri-La Hotel, Singapore



Wint Thandar Oo

Partner

Polastri Wint & Partners

Wint is a partner of PWP. She holds an LLB (University of Yangon) and Diploma in Business Law (University of Yangon). She has been a member of the Yangon Bar Association since 2001 and is admitted as an advocate at the Supreme Court. Wint started her career in a first-rate local law firm before heading the legal department of a large local group of companies for many years. Prior to joining PWP, she worked in private practice and as counsel for a Japanese automobile exporter. Wint is one of the very few Myanmar lawyers with substantial experience in international transactions.



Sebastian Pawlita

Partner

Polastri Wint & Partners

Sebastian is a partner of PWP. He has a bachelor of law degree from Munich University in Germany, a master of law degree from Kyushu University in Japan and has passed the German tax advisor exam. He started his career in a Big Four accountancy firm before working in the corporate and tax department of a well-regarded British law firm in Germany. Before joining P&A Asia and relocating to Myanmar, he was the head of the Ho Chi Minh City office of a leading German law firm. Sebastian has worked on a great number of deals in South East Asia and assisted many companies from Asia in their overseas operations, in particular in their investments in Myanmar.

PROGRAM SUMMARY

As companies look to do business in and with Myanmar amidst its ongoing regulatory reforms, it is critical for business executives to be knowledgeable about applicable business contract law in Myanmar and its latest developments. Having a strong business contract is critical to protect your rights and obligations, while significantly helping you to reduce risk, costly losses as well as avoiding potential disputes with Burmese business partners.

This intensive 1-day program has been designed specifically for the busy business executive like you, to **communicate the key principles that you need to be aware of in contract drafting, management and strategy when conducting business Myanmar**, utilizing case studies drawn from actual court cases and disputes.

By the end of the program, participants will have a clear understanding of *how to draw up a valid business contract in Myanmar, review how tax should be treated in Burmese business contracts, how business contracts are treated with respect to Myanmar's foreign investment law and key Myanmar industries; as well as the importance of business partner due diligence before entering into business relationships.*

This program will benefit all C-level, Directors, Head of Departments, Managers & Executives in commercial enterprises with responsibility to draft, review or execute contracts in Myanmar, especially those dealing with Contracts, Commercial, Sales, Purchasing / Procurement, Project Management, Business Development, Operations, Finance and Administration.

PROGRAM FEES

Early Bird 1 (before 27 May 2013): S\$1,650

Early Bird 2 (before 24 June 2013): S\$1,850

Regular Fees: S\$1,950

MYANMAR BUSINESS CONTRACT LAW

Seminar Three: 24th July 2013, Shangri-La Hotel, Singapore

PROGRAM AGENDA – 24TH JULY 2013, WEDNESDAY

MYANMAR'S REGULATORY SYSTEM AND FOREIGN INVESTMENT

- Overview of Myanmar, its evolving legal system and regulatory reforms since the lifting of sanctions
- Overview of the key mainframe laws for foreign investment including: State-Owned Economic Enterprises Law (SOEEL), Foreign Investment Law, Companies Act
- What are the main justice bodies in Myanmar and their jurisdictions? i.e. Township Courts, District Courts, Divisional/State Courts, Supreme Courts
- What is the impact the new foreign investment laws as compared to existing Myanmar laws?
- What are the procedures for obtaining an Investment Permit that companies will need to go through? i.e. commercial registration and licensing requirements
- Understanding the permitted scope of activities and foreign ownership limits as set by current regulatory frameworks
- Reviewing capital, dealings in land, employment and localization requirements for the foreign investment i.e. exchange controls, foreign ownership of land and property etc
- What are available investment incentives as well as investment guarantees and protections provided in Myanmar?
- What are applicable taxes that need to be considered by foreign investors? i.e. corporate income tax, personal income tax, commercial tax, other taxes such as property, stamp duties, custom and excise duties
- Are mergers and acquisitions a valid form of investment into Myanmar for foreign investors?
- What economic and trade agreements currently exist and apply in Myanmar?

UNDERSTANDING THE ESSENTIALS FOR A USEFUL BUSINESS CONTRACT IN MYANMAR

- General contract law
- Dispute resolution in Myanmar, arbitration clauses
- Joint venture agreements
- Agency agreements
- Agreements to purchase goods
- Agreements to sell goods
- Labour contracts
- Agreements concerning real estate
- Agreements with state-owned entities
- Agreements in the mining sector
- Agreements in the oil and gas sector
- Agreements in the telecommunication sector
- Agreements in the logistics sector
- Build-Operate-Transfer (BOT) contracts

DISPUTE RESOLUTION MECHANISMS IN MYANMAR

- What are your options when there is a dispute arising from business contracts involving Myanmar parties? (i.e. remedies, dispute resolution, mediation, arbitration)
- Is international or foreign arbitration available in Myanmar to foreign investors or commercial parties?
- What protections are available to foreign investors?
- What rights do foreign parties have against counterparties who are either the Burmese state or state-owned enterprises?
- The Myanmar Arbitration Act and updates on Myanmar's plans to sign the New York Convention [*Convention on the Recognition and Enforcement of Foreign Arbitral Awards*]

RECENT ISSUES AND TRENDS IMPACTING BUSINESS CONTRACTS IN MYANMAR

- Important taxation consideration with respect to business contracts
- Practical insight: Cultural and language considerations in business contracts
- Importance of conducting business partner due diligence when doing business in Myanmar

SINGAPORE BUSINESS CONTRACT LAW

Seminar Four: 25th - 26th July 2013, Shangri-La Hotel, Singapore



VCS Vardan

Founder of VCS

Trinity Consultants Singapore

VCS Vardan has more than 30 years experience in Commercial and Purchasing Law. He has been a consultant to the Economic & Social Commission for Asia and Pacific (ESCAP) in Ships, Ports and Inland Waters, South East Asia and Asia Region. He was previously a faculty lecturer in Commercial, Law, Logistics, Purchasing, Warehousing and Distribution for graduate and post-graduate programmes of TAFE and Southern Queensland University.

He is a member of various Purchasing, Material Handling, Supply Chain Management and Logistics Societies and Institutes in the UK and Singapore. He has also previously been Adviser to the Singapore, Malaysian and ASEAN Freight Forwarding Associations.

Vardan was called as a Barrister of England & Wales of Lincoln's Inn in 1982 and admitted as an Advocate & Solicitor of the Supreme Court in Singapore in 1984. He practiced as an Advocate & Solicitor from 1984 to 1998.

He has conducted numerous legal seminars and workshops in the Maldives, Mauritius, Dubai, Philippines, Vietnam, Hong Kong, Laos, Cambodia, Myanmar, Thailand, Malaysia, Kingdom of Saudi Arabia and Singapore on areas like Contracts, Shipping, Supply Chain Management, Banking/Finance, and International Trade Facilitation. Many respectable global companies have benefited from his workshops including Rolls-Royce Engines, the Bank of Maldives, Petroviet, MMHE, Kuok Brothers, Sumitomo, Panasonic, Mitsui, ABB, Shell, Petroviet, Creative Technologies, SABIC and IRAS.

Mr Vardan is also a Faculty Member of the Singapore Chinese Chamber of Commerce, Institute of Business (SCCIOB), and the Singapore Logistics Association.

PROGRAM SUMMARY

This comprehensive two-day executive program Singapore Business Contract Law is designed to demystify key elements of contract law and contractual obligations that will enable you to recognize and deal confidently with the risks & benefits of the contract to protect your interests while avoiding potential disputes. At the same time, you will learn how to draft and negotiate your contracts effectively.

In this intensive and hands-on program, participants will gain an in-depth knowledge on **the crucial elements and legal requirements for a formation of a contract**. You will walk away with **strategies and practical tips to ensure clear and concise drafting of commercial agreements** while at the same time able to **identify and mitigate risks in the contracts**. Through this program, you will gain insights on **how to manage breaches and what are the possible options for remedies**. You will also learn **how to effectively settle any dispute without facing any legal issues**. Designed for non-legal professionals, you will be involved in the discussion on the **case studies, drawn from actual legal cases** to maximize the learning experience. Your expert trainer will guide you through **hands-on exercise on drafting an effective contract**.

At the end of this two-day program, you will leave this program with the confidence to deal with contractual situations effectively.

PROGRAM FEES

Early Bird 1 (before 27 May 2013): S\$2,650

Early Bird 2 (before 24 June 2013): S\$2,850

Regular Fees: S\$2,950

SINGAPORE BUSINESS CONTRACT LAW

Seminar Four: 25th - 26th July 2013, Shangri-La Hotel, Singapore

DAY ONE AGENDA – 25TH JULY 2013, THURSDAY

MORNING

PRE-CONTRACTUAL MATTERS AND ELEMENTS OF A CONTRACT

- Understanding the important of the contract
- Pre-contract documentations such as memoranda of understanding and letters of intent and their binding effect
- Drafting & reading a contract effectively
- Importance of accurate definitions
- Whose contract is it? Implications of *contra proferentem*
- Freedom of Contract – how free is free?
- Impact of legislation, customs, social norms, precedents & implied terms

OFFER AND ACCEPTANCE

- Understanding the concepts of an offer
- Circumstances when an offer can be terminated
- The need for an unconditional and unqualified acceptance
- Communication of the acceptance and the effect of silence
- Examining what constitutes acceptance and its binding effect

COMMON TERMS & CLAUSES IN COMMERCIAL CONTRACT

- Payments & milestones
- “Time is of the essence” clauses
- Delay provisions
- Testing & certification clauses
- Protecting intellectual property, copyright, trademarks and provision for return
- Confidentiality clauses to survive termination of contract
- Expiry & termination to be specific
- Renewals – binding, non-binding, automatic
- Governing law & jurisdiction
- Alternative dispute resolution

AFTERNOON

FORM & LAYOUT OF CONTRACTS

- Title and introductory clauses
- Recitals - neutral recital and implications of ambiguity
- Layout of body of contract
- Role of schedules, appendices and exhibits
- “Boilerplate” clauses – what are their underlying purposes
- Warranties, Liabilities, and Indemnities clauses
- Exclusion and limitation clauses
- Performance bonds & guarantees

IDENTIFYING AND MITIGATING CONTRACTUAL RISKS

- Handling pre-contract risks
- Understanding commercial risks within the contract
- Understanding legal & tax risks within the contract
- Reviewing cross-border issues, including laws & culture
- Methods to reduce or limit your liability under a contract

EFFECTIVE CONTRACT LANGUAGE

- Avoiding ambiguity
- Problematic words & phrases
- Use of clearly defined terms

EFFECTIVE CONTRACT EXECUTION

- Selection of form of contract
- Specific execution requirements – wrong execution can kill a contract

SINGAPORE BUSINESS CONTRACT LAW

Seminar Four: 25th - 26th July 2013, Shangri-La Hotel, Singapore

DAY TWO AGENDA – 26TH JULY 2013, FRIDAY

MORNING

ENFORCEABILITY OF CONTRACTS

- How, when & why can contracts be terminated?
- Variations & assignments – novation of contracts
- Performing a contract and pitfalls to be wary of
- Penalties versus damages – how they apply or don't apply
- Advantages of liquidated damages clauses

SPECIFIC SITUATIONS & TERMS

- Unfair Contract Terms – concept of reasonableness, impact upon contracts, exclusions & opt-outs
- Can you really exclude liabilities effectively?
- Is there a contract or is it subject to contract?
- Defects that invalidate contracts
- Contradictory terms and how the courts deal with them
- How contracts can become ineffective – exit clauses, escape clauses, illegality, failure of form or procedural defects

THIRD PARTIES

- Non-contracting parties rights under the CRPTA
- The doctrine of privity and the rights of third parties under a contract
- Methods to exclude third parties

THE EFFECT OF FORCE MAJEURE AND FRUSTRATION ON A CONTRACT

- The meaning of the terms “force majeure” and its effect on the rights and liabilities of parties of the contract
- Understanding the doctrine and the circumstances in which it can be activated
- What is “frustration” and how it differs from “force majeure”
- The effect of judicial management, bankruptcy, and winding up on a contract

AFTERNOON

MANAGING BREACHES OF A CONTRACT

- When does a breach of contract occur?
- Identifying types of breaches
- Minimizing the instance of breaches

REMEDIES FOR A BREACH OF CONTRACT

- Damages for breach of contract including the concept of remoteness
- The meaning of mitigation of contract
- Specific performance
- The mandatory and prohibitory injunction
- Influence of International conventions on remedies

HANDS – ON EXERCISE: DRAFTING EFFECTIVE CONTRACT

COURT AND SITUATIONAL CASE STUDIES

REGISTRATION PAGE

SEMINAR FEES

Seminar	1st Early Bird Fee (If payments & registrations are received by 27th May 2013)	2nd Early Bird Fee (If payments & registrations are received by 24th June 2013)	Regular Fee Per Participant
1-Day China Seminar (22 Jul)	SGD1,650	SGD1,850	SGD1,950
1-Day Indonesia Seminar (23 Jul)	SGD1,650	SGD1,850	SGD1,950
1-Day Myanmar Seminar (24 Jul)	SGD1,650	SGD1,850	SGD1,950
2-Day Singapore Seminar (25 & 26 Jul)	SGD2,650	SGD2,850	SGD2,950

GROUP DISCOUNTS

Register for a total of 3 days of seminar per company, and you will be entitled to receive additional 1 day free seminar of your choice. Enter promotional code: L3043REG3

Combination of different participants from the same company is allowed. Only 1 discount scheme applies.

Note: GST is applicable to participants from Singapore registered companies.

Booking Contact (Approving Manager) Mr/Mrs/Ms: _____ Job Title: _____ Department: _____ Telephone: _____ Fax: _____ Email: _____ Organisation: _____ Address: _____ _____ Postal Code: _____ <input type="checkbox"/> I would like to receive more information on hotel accommodation using Clariden Global corporate rate.
--

Promotional Code: _____

Please register the following participant for this seminar.
(Please tick to select your seminar(s). You may tick more than one.)

1st Participant Name (Mr/Mrs/Ms): _____

Job Title: _____ Department: _____

Telephone: _____ Fax: _____

Email: _____ Date of Birth: _____

Seminar(s): China (1 Day) Indonesia (1 Day) Myanmar (1 Day) Singapore (2 Days)

2nd Participant Name (Mr/Mrs/Ms): _____

Job Title: _____ Department: _____

Telephone: _____ Fax: _____

Email: _____ Date of Birth: _____

Seminar(s): China (1 Day) Indonesia (1 Day) Myanmar (1 Day) Singapore (2 Days)

3rd Participant Name (Mr/Mrs/Ms): _____

Job Title: _____ Department: _____

Telephone: _____ Fax: _____

Email: _____ Date of Birth: _____

Seminar(s): China (1 Day) Indonesia (1 Day) Myanmar (1 Day) Singapore (2 Days)

4th Participant Name (Mr/Mrs/Ms): _____

Job Title: _____ Department: _____

Telephone: _____ Fax: _____

Email: _____ Date of Birth: _____

Seminar(s): China (1 Day) Indonesia (1 Day) Myanmar (1 Day) Singapore (2 Days)

For registrations of more than 4 participants, please make a copy of this registration page.

VENUE AND ACCOMMODATION INFORMATION

Shangri-La Hotel, Singapore

22 - 26 July 2013

22 Orange Grove Road, Singapore 258350

Tel : +65 6737 3644

Fax : +65 6737 3257

Website : <http://www.shangri-la.com/en/property/singapore/shangrila>

4 WAYS TO REGISTER



Email: admissions@claridenglobal.com



Fax: +65 6567 4328



Call: +65 6899 5030



Website: www.claridenglobal.com

PAYMENT METHODS

BY CHEQUE / BANK DRAFT:

Made payable to CLARIDEN GLOBAL INTERNATIONAL LIMITED and mail to: 3 International Business Park, #04-29, Nordic European Centre, Singapore 609927

BY TELEGRAPHIC TRANSFER TO:

Bank Name: **Standard Chartered Bank**
 Bank Code: **7144**
 Branch Code: **001**
 Bank Address: **6 Battery Road, #01-01, Singapore 049909**
 Bank Account No: **0107775042**
 Bank Account name: **CLARIDEN GLOBAL INTERNATIONAL LIMITED**
 Bank SWIFT Code: **SCBLSGSG**
 Please note that all bank charges are to be borne by participants. Please ensure Clariden Global receives the full invoiced amount.

Note: Please include invoice number on all payment types and your company's name in your payment instructions for our reference.

CREDIT CARD:

To make payment by credit card, please call our client services hotline at +65 6899 5030.

HOW TO REGISTER AND PAY

An invoice and registration confirmation will be sent within 7 days, please contact us if you have not heard from us within 7 days. Payment can be made by credit card, by bank transfer or by cheque.

ALL PAYMENTS MUST BE RECEIVED IN ADVANCE OF THE EVENT.

ACCOMMODATION

Accommodation is not included in the program fee but you will be entitled to use our corporate rate for your accommodation. Information will be sent along with your registration confirmation.

CANCELLATIONS AND SUBSTITUTIONS

PLEASE READ THE SMALL PRINT

Once we have received your booking, the place(s) are confirmed. No refunds will be made for any cancellations, however, program credits of equivalent value only applicable for Clariden Global events will be provided. Credits can only be redeemed for 1 program and is valid for only one (1) year from date of issue.

Substitution with a qualified candidate is allowed by providing at least 5 working days of advance notice to Clariden Global.

ALL CANCELLATIONS MUST BE RECEIVED IN WRITTEN FORM

PLEASE NOTE: Clariden Global reserves the right to change the content and timing of the programme, the speakers and the date and venue due to reasons beyond their control. If in the unlikely event that the course is cancelled, Clariden Global will refund the full amount and disclaim any further liability.

ENQUIRIES: If you have any queries about registration or payment please do not hesitate to contact our client services department on +65 6899 5030.

PRIVATE DISCLOSURE STATEMENT: Any information provided by you in relation to this event is being collected by Clariden Global and will be held in the strictest confidence. It will be added to our database for the primary purpose of providing you with information about future events and services.

Visit us at www.claridenglobal.com for upcoming events

FOR OFFICIAL USE

FEE RECEIVED

REFERENCE L3043/LC/HX/DS/JT/JN