

**Organizer： Supporter：**

**Application Form**

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| **1. Company Information** (The following information will be published on fascia, show directory and other promotion materials. Please write carefully in figure printing. **Note the one with \* are compulsory.**) | |
| **\*Nature of Business：** □ Manufacturer □ Agent\Dealer □ Others | **\*Business Type：** □ Domestic □ International |
| \*Name of company： | \*Contact person in charge： |
| \*Address： | \*Postcode： |
| \*Tel No.： | Fax No.： |
| \*E-mail： | Website： |
| **2.Main Purposes to Exhibit (Please tick three items)** |  |
| * Acquire new sales leads and customers | * Sign order and generate transaction |
| * Meet existing customers to reinforce business relationship | * Make connections with industry professionals with the objective to expand business network |
| * Source new distributors, agents and partners | * Enhance brand exposure and reinforce the company's standing   in the industry |
| * Engage with target customers through digital tools for 365 days   and facilitate transaction | * The company has gone through major change in management   or strategy and aim to secure/restore market |
| * Promote existing major products and increase sales | * Launch new products/technologies and create buzz in the   industry |
| * Learn latest industry trends, policies and market intelligence | * Communicate and discuss with peers; stay together to boost   development of the industry |
| * Expand into new domestic marketing of China | * Expand into new overseas market |

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| **3.** **Material & Product Categories (Please tick one or more items)** | | | | | |
| **Material Category** | | | | | |
| □ Plastic Products | □ Ceramics | □ Cotton Products | □ Bamboo & Wood Products | □ Stainless Steel Products | |
| □ Hardware | □ Glassware | □ Synthetic Fibre Products | □ Others |  | |
| **Product Category** | | | | | |
| **A. Kitchenware** | **B. Household Products** | **C. Cleaning & Bath Products** | **D. Household Textiles** | **E. Smart Appliances** | **F.**  **Fashion Products** |
| □ Woks | □ Cleaning Products | □ Storage Products | □ Towels | □ Small Appliances | □ Bags & Suitcases |
| □ Cutleries | □ Bath & Toiletry Products | □ Outdoor Products | □ Carpets & Rugs |  |  |
| □ Water Flasks, Mug Bottles, Tumblers | □ Daily Chemicals | □ Disposable Products | □ Others |  |  |
| □ Tableware | □ Hangers | □ Fragrances | **G. Other**  □ Details | | |
| □ Cookware | □ Rubber Gloves | □ Slippers |

**\* Exhibiting Products Description** (Introduction in English cannot exceed 20 characters）

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| **4.Booth Selection** (Please find booth configuration in International Pavilion Price Quotation) | |
| Booth Selection | Space(sqm) |
| Basic Shell Scheme Or Raw Space (minimum 36sqm) |  |
| Upgraded Shell Scheme |  |
| Total Price |  |

We have read and agree to abide by the exhibition rules and regulations made by the organizer.

**Signature and seal：**

**Reed Huabai Exhibition Contact Person: Date:**

**EXHIBITION RULES AND REGULATIONS**

**1. Organizer and manage** – The Exhibition is organized by the Organiser and its management is undertaken by the Manager on the Organiser’s behalf.

**2. Exhibition Licence and Value-added Services Licence** – After the payment of the full contract price provided in the Invoice the Exhibitor will have a conditional and revocable licence to participate in the Exhibition or receive a value-added services (“Value-added Services”) licence in connection with the Exhibition (“Value-added Services Licence”). The Organiser and/or the Manager may allocate the exhibit space (“Exhibit Space/s”) or the space for publicizing the value-added services content (“Value-added Services Content”) (“Value-added Services Space/s”). Exhibit Space/s and Value-added Services Space/s are collectively referred to as “Stand/s”. This Agreement is not and shall not be deemed to be lease or an agreement for lease.

**3. Allocation** – Stand/s will be allocated at the Organiser's and/or the Manager’s full discretion. The Organiser and/or the Manager may change the floor plan of the Stand/s or exhibit of display of Exhibitor (“Exhibit”) or the Value-added Services Content provided during the Exhibition. The Organiser's and/or the Manager’s determination with respect to allocation of the Stand/s will be binding on the Exhibitor. The full contract price is payable even if the Exhibitor eventually does not utilise the whole Stand. Where practicable Stand/s will be allocated according to the Exhibitor’s sequence of choices. If no Stand is available for the Exhibitor then the sole obligation of the Organiser and/or the Manager is to refund to the Exhibitor such amount of the money received by the Organiser and/or the Manager, from

the Exhibitor, and the Organiser and/or the Manager shall have no other liability whatsoever.

**4. Website** – With consent from the Organiser and/or the Manager, the Exhibitor may select the Value-added Services Space/s on the official website of the Exhibition which is organized by the Organizer and managed by the Manager on behalf of the Organizer, to

publicize Value-added Services Content.

**5. Materials** – As referred to herein, “Materials” means any text, image, chart, legend, design, information, statement, sketch, map, trade mark, business title, product name, sign, logo, software, person name, sound or dynamic or static image.

**6. Payment** – The Exhibitor is responsible for payment of the full contract price before the payment date provided in the Invoice for the Stand/s, and the said full contract price shall be non-refundable, save as otherwise provided under this Agreement. If the Exhibitor is in default of any of above due payments, any payments made to date by the Exhibitor will be non-refundable as liquidated damages, and the Organiser and/or the Manager may re-allot the Stand/s allocated to the defaulting Exhibitor and such Exhibitor shall not be entitled to any claims, losses, demands, damages, liabilities, charges, actions or expenses resulting therefrom.

**7. Exhibitor** – Exhibits or Value-added Services Content will be limited to materials, products, or services of specific interest to registrants of the Exhibition. The Organiser and/or the Manager reserve the right to determine the eligibility of any material, product or service for display or Value-added Services publicity. The Organiser and/or Manager are entitled, at their discretion, to require the Exhibitor to produce documentary proof of their title to the intellectual property contained/ incorporated in the exhibited items, promotional materials and the like. The Organiser and/or the Manager may limit the number of the Exhibitor’s representatives in a single Stand. The decision of the Organiser and/or the Manager with regard to whether any use or proposed use of the Stand/s is permitted under this Agreement shall

be final.

**8. Value-added Services Content review** – Except as provided otherwise, the Exhibitor shall submit the Value-added Services Content materials prepared for publicity to the Organizer and / or Manager for approval thirty days prior to the publicity date agreed herein. Such Materials may be publicized by the Organizer and / or Manager only upon the approval thereof. The Organizer and / or Manager has the right to cancel or terminate the Value-added Services Content publicity or any part thereof and/or cancel, terminate or revoke any reservation for the Value-added Services Space/s at any time at its own discretion without any reason.

**9. Warranty** – The Exhibitor represents, warrants and undertakes that it is entering into this Agreement as principal and not as agent or nominee of any third party, and the exhibits and the Value-added Services Content do not infringe or are not likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein, the exhibition licence and the Value-added Services Licence may be terminated by the Organiser and/or the Manager (without the Organiser and/or the Manager being liable for any damages or claim whatsoever and without prejudice to the Organiser's and/or the Manager’s other rights and remedies) and the Exhibitor shall indemnify the Organiser and/or the Manager against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses.

**10. Intellectual property** – The Exhibitor undertakes to promptly notify the Organiser and/or Manager if they become aware of any claims, demands, charges and actions which directly or indirectly result from, or arise in connection with any intellectual property infringement on the part of the Exhibitor. Further, the Exhibitor represents, warrants and undertakes that it will take full responsibility for any administrative, judicial, criminal or other action or claims commenced against itself or initiated by the intellectual property owners without reference to the Organiser and/or the Manager. The Exhibitor undertakes, not only to indemnify the Organiser and/or Manager against any and all costs, claims, demands, losses, liabilities, charges actions and expenses, but also to indemnify and hold harmless the Organiser and/or Manager and their respective associates from and against all settlement amounts, costs (including attorneys' and investigative agents’ fees), claims (including claims made by third parties), losses, demands, damages, liabilities, charges, actions and expenses incurred by the Organiser and/or the Manager which directly or indirectly result from, or arise in connection with, any intellectual property infringement on the part of the Exhibitor, its agents, or employees.

**11. Admission** – Exhibits and Value-added Services Content will be open to all exhibition registrants. A nominal registration fee may be charged by the Organiser and/or the Manager. The Organiser and/or the Manager reserve the right to refuse or regulate admission to any person.

**12. Standfitting services** – The Exhibitor shall bear at its own expense the cost of all standfitting works for the Stand/s. For Stand/s under the Shell Scheme, standfitting works can only be carried out by the official standfitting contractor appointed by the Organiser and/or the Manager ("Official Standfitting Contractor"). For other Stand/s, standfitting works can be carried out by the Official Standfitting Contractors or by a contractor appointed by the Exhibitor provided that such contractor shall have been approved by the Organiser and/or the Manager and shall have provided the Organiser and/or the Manager with a security deposit (or a banker’s guarantee in lieu thereof) in an amount otherwise required by the Organiser and/or the Manager. The Exhibitor shall bear the cost of all such standfitting works for the Stand/s, whether relating to the Shell Scheme or otherwise.

**13. Electrical works and electricity supply** – Lighting, lighting mains, power plugs, power mains and motors are available as provided in the Exhibitor Manual. Where the Exhibitor requires any electrical work in connection with its Stand, such work shall only be carried out by the official electrical contractor appointed by the Organiser and/or the Manager ("Official Electrical Contractor"), as described in the Exhibitor Manual. The Exhibitor shall bear the cost of all such electrical work and for all electricity consumed from its Stand and shall forthwith upon the Organiser and/or the Manager’s written request pay to the Organiser and/or the Manager or as directed by the Organiser and/or the Manager an amount sufficient in the view of the Organiser and/or the Manager to cover and pay for such costs.

**14. Photography** – All photographic rights are reserved by the Organiser and/or the Manager. Photography during the Exhibition shall only be carried out by the Official Photographers appointed by the Organiser and/or the Manager, at charges set out in the Exhibitor Manual.

**15. Advertising matter** – The Organiser and/or the Manager may prohibit the distribution of any advertising material or promotional item in connection with the Value-added Services for any reason whatsoever.

(a) The Exhibitor hereby authorises the Organiser to publish its directory entry on the Exhibition Website, in the official catalogue for the Exhibition and/or in any other directory relating to the Exhibition or relevant industry, in each case whether published electronically, in print or in any other media.

(b) The Exhibitor is required to complete its own directory entry on the Exhibition Website. The Exhibitor warrants that the names, logos, art work and other content displayed by the Exhibitor on the Exhibition Website, or in the official catalogue or other directory, will not infringe the intellectual property rights of any third party and shall not contain anything which is libellous, obscene, indecent, blasphemous or in any way unlawful. The Exhibitor agrees to indemnify the Organiser and keep it fully indemnified against all damages, loss of profits, loss of reputation, claims, costs and expenses suffered or incurred by it by reason of any breach of the above warranty. If the Exhibitor fails to complete its directory entry on the Exhibition Website, the Organiser will be entitled to enter the Exhibitor’s details on its behalf based on any info that the Exhibitor provides to the Organiser during correspondence or any info that is deemed the Exhibitor’s info at the Organiser’s reasonable discretion, subject to the above indemnity from the Exhibitor and the express authorization of the Exhibitor under section 15(a).

(c) The Organiser does not accept any responsibility for any omissions, misquotations or other errors which occur in the compilation of the Exhibition directory, on the Exhibition Website, in the official catalogue of the Exhibition or other directory published in print, electronically or in any other media.

**16. Late payment** – A 0.1%-per-day interest charge will be levied on all overdue amounts under this agreement.

**17. Cancellation of Stand/s/ Breach** – Except as otherwise expressly provided herein, no refund will be made of any money paid to the Organiser and/or the Manager under any circumstances whatsoever, including in the event of the Exhibitor deciding not to participate in the Exhibition or provide Value-added Services. The Organiser and/or the Manager may retain all amounts then paid by the Exhibitor and also to recover all amounts due under this Agreement. In the event of any breach of this Agreement (except for the obligation arising out of a breach of the contract price payment provision as set forth in Clause 6), including but not limited to a reduction in the area of or the cancellation of the Stand/s on the part of the Exhibitor, the Exhibitor who is in breach or default shall be liable to pay the full contract price to the Organiser or the Manager as liquidated damages.

**18. Liability and risks**

(a) The Exhibitor shall be liable for and shall insure, indemnify fully and effectively and hold the Organiser, the Manager and their respective shareholders, the lessors of the premises where the Exhibition is held and all government, statutory and regulatory bodies and agencies of the country where the Exhibition is held and their respective directors, officers, agent and servants harmless against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this Agreement, omission, conduct or failure of the Exhibitor or its directors, officers, agents, servants, invitees or independent contractors. The Exhibitor’s aforesaid indemnity shall extend to all losses or injuries caused to any persons or property howsoever caused by the Exhibitor or its Exhibits, Value-added Services Content or personnel, or otherwise arising while the said persons are upon or examining, observing and looking around the Exhibit and the Value-added Services Content or passing the Stand/s or by the demonstration of or otherwise in connection with the Exhibit or the Value-added Services Content. The liability or risks of loss or damage to the Exhibitor’s employees or agents, or the Exhibits and the Value-added Services Content, shall be the responsibility of the Exhibitor. Exhibits shall be placed and the Value-added Services Content shall be provided at the Exhibitor’s own risks and the Organiser, the Manager, their respective directors, officers and agents shall not be held responsible for any theft, damage, loss or destruction of the Exhibits or the Value-added Services Content. Under no circumstances will the Organiser, the Manager, any government, statutory or regulatory body or agency or their respective directors, officers and agents make good or accept responsibility or be liable howsoever in respect of any damage, theft, loss or destruction of the Exhibits or the Value-added Services Content or any property, goods or articles or things whatsoever placed, deposited, brought into or left upon the Exhibition premises by the Exhibitor.

(b) Under no circumstance shall the Organizer and/or the Manager be liable for any mistake, loss, cost or omission of the Stand/s or in the relevant contents.

**19. Insurance policy** – The Exhibitor shall take out and maintain from insurance companies approved by the Organiser and/or the Manager an insurance policy in connection with the Exhibition in such form, with such coverage and for such amount as provided in the Exhibition Manual or as may be otherwise required by the Organiser and/or the Manager from time to time. The Exhibitor shall punctually pay all premiums payable on such insurance policy. If the Exhibitor fails to comply with the provisions herein the Organiser and/or the Manager may effect such insurance and pay the insurance premiums and all moneys so expended shall, on demand, be repaid to the Organiser and/or the Manager by the Exhibitor. The Exhibitor shall not do or permit or so suffer to be done anything whereby any insurance policy taken out by the Organiser and/or the Manager (if any) may be rendered void or voidable or whereby the rate of premium thereon may be increased, The Exhibitor shall make good all damage suffered by the Organiser and/or the Manger and shall repay to the Organiser and/or the Manger all sums paid by way of increased premium and all expenses incurred by the Organiser and/or the Manger in or about the renewal of such policy or policies rendered necessary by a breach or non-observance of this Clause without prejudice to any other rights of the Organiser and/or the Manger. The Exhibitor shall procure the insurance company or companies which issued the insurance policy to waive their rights of subrogation against such person as the Organiser and/or the Manager, as the case may be, may require.

**20. Safety, fire, health and other laws** – All fire, safety, health and other laws, rules and regulations imposed by the Organiser and/or the Manager or local authorities and agencies or the lessor of the Exhibition premises must be strictly observed by the Exhibitor. The Exhibitor shall ensure that security arrangements in relation to the exhibits, the Value-added Services Content and the Stand/s are adequate, effective and strictly observed at all times.

**21. Prohibited exhibits or Value-added Services Content** – No military equipment, including munitions, aircraft armament, small arms ammunition and explosives, weapon systems, tactical missiles, rockets, etc shall be brought onto the Exhibition premises. The Organizer and/or the Manager reserve the right to prohibit other kinds of exhibits or the publicity of the Value-added Services Content. The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approval required for the Exhibits, the Value-added Services Content and its participation in the Exhibition shall have been obtained prior to the date of the Exhibition, and shall be continuing throughout the Exhibition.

**22. Losses** – The Organiser and/or the Manager shall not be responsible for damage to the Exhibitor’s property, the Exhibits and the Value-added Services Content howsoever caused or lost shipments either coming in or going out, or for money costs. The Exhibitor is responsible in all cases for the full contract price and other payments payable under this Agreement.

**23. Termination/Postponement**

(a) If, in the sole discretion of the Organiser and/or the Manager, the Exhibition premises shall become unfit for occupancy or if the holding of the Exhibition or the performance of the Organiser and/or the Manager of any of the provisions of this Agreement is interfered with by virtue of any cause or the Exhibition may or could in any way be affected by a cause not within the control of the Organiser and/or the Manager, this Agreement and/or the Exhibition (or any part thereof), may forthwith be terminated or cancelled or postponed or otherwise rearranged by the Organiser and/or the Manager at their sole option, without the Organiser and/or the Manager being liable in damages or otherwise to the Exhibitor. Upon the termination or cancellation as aforesaid, the Organiser and/or the Manger shall not be liable to the Exhibitor other than for a prorated refund of the contract price paid by the Exhibitor on the basis of the number of exhibit days remaining. No refund will be made upon any postponement or rearrangement as aforesaid.

(b) This Agreement may be terminated by the Organiser and/or the Manager forthwith if in the Organiser's and/or the Manager’s opinion the Exhibitor does not or may be unable to perform or comply with any of its obligations.

(c) Any change in the name of the Exhibition does not constitute a cancellation by the Organiser.

**24. Right to reject or eject** – The Organiser and/or the Manager may reject, eject or prohibit the Exhibit and the Value-added Services Content in whole or in part, the Exhibitor or its representatives, with or without giving cause. If cause is not given, the maximum liability of the Organiser and the Manager (if any) shall not exceed the return to the Exhibitor of the pro-rata amount of the contract price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of ejection. If an exhibit, Value-added Services Content or exhibitor is ejected for violation of any provisions of this Agreement or for any other stated reason, no refund of any portion of the contract price shall be made.

**25. Right of possession or pledge** – The Exhibitor hereby transfers to the Organiser and/or the Manager the possession of all property of the Exhibitor, including the Exhibits and the Value-added Services Content, on the Stands of the Exhibitor ("Pledged Property"), for purposes of ensuring the due performance by the Exhibitor of its obligations under this Agreement, regardless of which the Exhibitor shall be responsible for taking care of the Pledged Property during the Exhibition the easy access to the Exhibits and the Value-added Services Content for the purposes of the display of the Exhibits and the publicity of the Value-added Services Content. Such right to possession shall be superior to that of any person. All Pledged Property shall be deemed to be pledged to the Organiser and/or the Manager as security for the performance by the Exhibitor of its obligations under this Agreement and the Organiser and/or the Manager may remove, sell or otherwise dispose of all of the same upon such terms and conditions as they deem fit, when the Exhibitor is in default of any due payment under this Agreement. The Pledged Property is permitted to be moved away from the Exhibition premises only when the Exhibition is over and the Exhibitor has fulfilled all its obligations under this Agreement. If any property is not removed from the Exhibition premises by the end of the removal period specified in the Exhibitor Manual, then the Organiser and/or the Manager shall be at liberty to remove, sell or otherwise dispose of such property. The disposal proceeds derived from the disposition of any property in accordance with this clause shall be deductible by any due payment payable by the Exhibitor as well as any cost or expense in connection with the disposition of such property, and the remainder shall be refunded to the Exhibitor upon its request. The Exhibitor shall indemnify the Organiser and/or the Manager against all costs and expenses incurred in connection with such removal, sale or disposal and any claim by a third party to any such property so sold or disposed of. The Parties acknowledge and agree that:

(a) The principal obligation secured by the Pledged Property is the payment of the contract price (see the Invoice for detailed amount) and other payments payable under this Agreement;

(b) The terms for performance of the obligations by the Exhibitor is the terms for payments provided under the Invoice (see the Invoice for details);

(c) The Pledged Property is the Exhibit, Value-added Services Content and other property of the Exhibitor. See the policy required to be provided by the Exhibitor for detailed names, quantity, quality and status;

(d) The pledge of the Pledged Property (limited to its value) shall cover the principal obligations, interest, liquidated damages, compensatory damages, expenses for the custody of pledged property and realization of pledge rights;

(e) The time of transferring the Pledged Property is the date when it is permitted to enter the Exhibition premises, or the actual entrance date of the Pledged Property, whichever is later.

**26. Sub-Licensing of Exhibition Licence and Value-added Services Licence** – The exhibition licence and Value-added Services Licence is personal to the Exhibitor, is nontransferable and no licensing or sub-licencing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the Stand or any part thereof.

**27. Manager as agent** – All rights, powers and discretion exercised by the Manager or consent or agreement given or made by the Manager shall be deemed to be carried out as agent on behalf of the Organiser. The Manager shall have no responsibility or liability whatsoever to the Exhibitor or any other party.

**28. Liability, Exclusion and Limitation**

(a) The Organiser and/or the Manager shall not be responsible for delays, claims, demands, damages, losses, increased costs, liabilities, changes, actions, expenses or other unfavourable conditions, direct or indirect, consequential or otherwise, howsoever arising by virtue of any cause not within the control of the Organiser and/or the Manager.

(b) For purposes of this Agreement, the phrase ‘cause not within the control of the Organiser and/or the Manager” shall include fire, casualty, flood, illness, risk of infection, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defence or military authorities, act of public enemy, riot or civil disturbance or commotion, malicious damage, sabotage, vandalism, act of terrorism, or other similar activities, strike, lockout, boycott or other labour dispute or disturbance, inability to secure sufficient labour, technical or other personnel not within the control of the Organiser and/or the Manager, absence of premises required for the Exhibition, failure, impairment or lack of adequate transportation facilities, inability to obtain or condemnation, requisition or commandeering of necessary supplies or equipment, local, state or other law, ordinance, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional or unconstitutional, or Act of God and the words “act of” shall include “threat of or perceived threat of”.

(c) The aggregate liability of the Organiser and the Manager (if any) shall under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the total contract price paid by the Exhibitor for the exhibition licence and the Value-added Services Licence. The person or persons appointed by the Organiser and/or the Manager (including the Official Standfitting Contractor and the Official Electrical Contractor in connection with the Stands) are independent contractors and are not agents of the Organiser and/or the Manager.

**29. Governing law and jurisdiction** – This Agreement shall be governed by, and construed in accordance with the laws of the country of incorporation of the Organiser. The Parties agree to irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the place of incorporation of the Organiser for any disputes in relation to this Agreement.

**30. Revocation** – Upon termination of this Agreement, the Exhibition Licence or Value-added Services Licence granted is revoked and thereupon the Exhibitor shall leave the Exhibition premises and remove all its Exhibits and Value-added Services Content within a reasonable period notified by the Organiser and/or the Manager.

**31. Tax and other fees** – The Exhibitor shall pay all and any stamp and other taxes or duties in connection with this Agreement, including any interest and penalties. According to the payment term of this Agreement, the Exhibitor shall pay the Exhibition fee in the defined installments. Before an installment payment of the Exhibition fee is due, if the relevant Government authorities imposes a VAT, the new VAT amount applicable to such installment payments of the Exhibition fee to be received by the Organiser and/or Manager will be added on, and the Exhibitor agrees to pay the extra VAT amount to the Organiser and/or the Manager when such installment payments of the Exhibition fee become due.

**32. Exhibitor manual and floor plan** – Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor Manual and other documents supplied by the Organiser and/or the Manager from time to time. The Organiser and/or the Manager may at any time and from time to time make further rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Agreement, and shall be binding on the Exhibitor. The Organiser and/or the Manager may time to time be entitled to change the exhibit floor plan.

**33. Partial invalidity** – The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision herein.

**34. Remedies and implied waivers** – No failure or delay on the part of the Organiser and/or the Manager to exercise, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or particle exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided are cumulative with and not exclusive of any rights or remedies provided by law independently of this Agreement.

**35. Set-Off clause** – The Parties agree that the Organiser and/or the Manager are entitled to deduct from or setoff against any money due from the Organiser and/or the Manager to the Exhibitor, any due payment which the Exhibitor is liable for to the Organiser and/or the Manager.

**36. Compliance clause** – The Exhibitor shall, upon the Organisor's and/or the Manager’s written request, forthwith take all necessary action and/or refrain from any further action which is, in the Organisor's and/or the Manager’s view, necessary to comply with any of its obligations and, forthwith provide any necessary information or documents to evidence such compliance.

**37. Amendments clause** – This Agreement shall be amended only in the form prescribed by the Organizer and/or the Manager for such purposes from time to time.

**38. Assignment clause** – The Organiser and/or the Manager may without the consent or approval of the Exhibitor assign or transfer its **rights** and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement without consent of the Organiser and/or the Manager.

**39. Third parties** – Nothing in this agreement shall be deemed to confer any right to enforce any term of this agreement on anyone who is not a party to this agreement.

**40. Privacy Policy –** By signing this Agreement the Exhibitor hereby consents to the Organiser and/or the Manager (a) storing all the Exhibitor’s data, company and personal information voluntarily submitted by the Exhibitor or collected by the Organiser and/or the Manager in its/their database(s) (“Exhibitor Information”), and communicating with the Exhibitor by telephone, fax, email with links, SMS and post, and (b) using the Exhibitor Information for the Organiser and/or the Manager’s commercial purposes which will include accounts processing, identifying the Exhibitor’s needs, publishing the Exhibitor’s details on the Exhibition website, in the official catalogue for the Exhibition and/or in any other media relating to the Exhibition or relevant industry in each case whether in print or electronically, inviting the Exhibitor to other relevant events organised by the Organiser and/or the Manager or their group, disclosing Exhibitor

Information to Contractors who provide services in respect of the Exhibition (including without limitation shell scheme security registration, cleaning and freight contractors, caterers and electricians), disclosing or transferring the Exhibitor Information to third parties or members of the Organiser and/or the Manager’s group worldwide to allow the third parties or the group members to further develop its business and its services in respect of the Exhibitor. The Organiser and/or the Manager may also pass the Exhibitor Information to third parties who provide goods and services for the Exhibition. Please inform the Organiser and/or the Manager in writing when signing this Agreement or providing relevant information if the Exhibitor does not wish for Exhibition Information to be used in any of the ways mentioned above.

- EXHIBITION RULES AND REGULATIONS -