

Owned and produced by:

MMI Asia Pte Ltd
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Singapore 189721
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EXHIBIT SPACE RESERVATION APPLICATION

By completing the following, you are making a formal application as the Main Exhibitor for reservation of exhibit space and Sponsor (if applicable) that will be binding upon confirmation from MMI Asia Pte Ltd ("Event Organizer"). The person listed as exhibit contact in this application will receive all mailing/billings relating to this event and shall be responsible for disseminating such information to the relevant parties within their organization.

Company Name _____

Street Address _____

_____ Zip & Country _____

Phone _____ Fax _____ Web: www. _____

Exhibit Contact Name _____ Title _____

Exhibit Contact Tel _____ Mobile _____ Email _____

Exhibit Space Rates (per sqm)

	USD	VND	SGD
Space only (min. 36 sqm)	320	7,360,000	420
Standard Shell Scheme	420	9,660,000	550
Singapore Pavilion Space Only	N.A.	N.A.	420
Singapore Pavilion Shell Scheme	N.A.	N.A.	600

Early Bird Rate* (Contract signed before 28th February 2023)

- ☐ US\$295/sqm or VND6,785,000/sqm or S\$388/sqm [**Space Only**]
☐ US\$395/sqm or VND9,085,000/sqm or S\$518/sqm [**Standard Shell Scheme**]

*Early bird rates are not applicable under the Singapore Pavilion

Please indicate reservation information:

Exhibit space size/type required _____ meters x _____ meters = _____ sqm
☐ Space only
☐ Standard
☐ Enhanced

Allocated exhibit booth location _____ Exhibit space configuration
☐ 1 open side
☐ Corner
☐ 3 open sides
☐ Island

Total Cost of Exhibit Space _____ Sqm x rate of USD _____ /Sqm = USD _____

Remarks: _____

Sponsorship Description (if applicable):

Sponsorship Cost = USD _____ (indicate "0" if not applicable)

Total Cost of Exhibit Space and Sponsorship Package = USD _____ (indicate "0" if sponsorship if not included)

- (a) Late payment interest of **1%** per month shall accrue on all outstanding amounts past the due date until full payment is received. If the Main Exhibitor fails to make any payment due to the Event Organiser under this Contract by the due date, the Main Exhibitor shall be liable to pay interest at the rate of **1% per month** (or such lower interest rate as permitted by law). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.
- (b) Full payment shall be made in accordance with the Event Organiser's invoice(s) by the due date; failing which, the Event Organiser shall be entitled to:
- withhold handing over of the Booth to the Exhibitor; and/or
 - terminate this Contract immediately upon giving notice to the Exhibitor.
- (c) Any discrepancy relating to the invoice shall be raised by the Exhibitor in writing to the Event Organiser within seven (7) days from the date of the invoice; failing which, the invoice shall be deemed to be accepted by the Exhibitor.
- (d) Any invoice sent to a third party at the Main Exhibitor's request shall not constitute a waiver of any obligations of the Main Exhibitor. The Main Exhibitor shall remain liable to pay until such time as the outstanding amount has been settled in full.
- (e) The Exhibitor shall be liable for its own taxes arising out of and in connection with this Contract. If the Event Organiser is required to deduct or withhold taxes under any applicable laws, the Exhibitor shall pay such additional amounts to ensure that the Event Organiser receives the Participation Fees in full after such deduction or withholding.

Payment Terms

Exhibitors applying for exhibit space **before** 31 May 2023 will have two scheduled payments: 50% deposit of the total cost of participation is due on completion of this agreement or by the 31 May 2023, **whichever is earlier**; balance 50% is due on or before 28 September 2023. Exhibitors applying for exhibit space **after** 31 May 2023, 100% payment is due on completion of this agreement or before 28 September 2023, **whichever is earlier**.

I hereby declare to have read and accepted the ASEAN Ceramics 2023 Terms & Conditions, addendum and any supplements that accompany this application, including the cancellation and payment policy, that form an integral part of this Contract.

The collection and use of your personal data shall be governed by our privacy notice. Exhibitor agrees and acknowledges that the data provided in this Contract and during the course of fulfilling the Contract may be used by the Event Organizer and its service providers to send Exhibitor updates on the Event and to communicate with Exhibitor for future editions of the Event.

Name _____ Title _____

Authorized signature _____ Date _____

Accepted For and On Behalf of the Organizer

Name _____ Signature _____ Date _____

ASEAN Ceramics 2023 Terms & Conditions

1. DEFINITIONS

- (a) The following terms not defined in ASEAN Ceramics 2023 Terms & Conditions shall have the same meaning as ascribed to in the Contract (where applicable):
- (i) **“Co-exhibitor”**
 - (ii) **“Contract”**
 - (iii) **“Event”**
 - (iv) **“Event Organiser”**
 - (v) **“Main Exhibitor”**
 - (vi) **“Sponsor”**
 - (vii) **“Venue”**
- (b) **“Event Directory”** shall, where applicable, refer to the directory listing the business names and business contact information of Exhibitors, registered speakers/delegates, supporting organisations, supporting media partners, supporting government agencies associated with the Event and of the Event Organiser’s personnel in-charge of the Event.
- (c) **“Exhibition Space”** means the physical and/or digital/online Event exhibition space at the Venue allocated by the Event Organiser to the Exhibitor.
- (d) **“Exhibitor”** shall include the Main Exhibitor, Sponsor and all Co-exhibitor(s), as applicable.
- (e) **“Exhibitor Manual”** shall refer to the manual prepared by the Event Organiser detailing important technical and informational aspects of the Event and the Venue, and distributed before the Event, if any, as may be updated or amended from time to time and notified to the Exhibitors.
- (f) **“Intellectual Property”** means all patents, trademarks, service marks, trade secrets, brand names, databases, domain names, registered designs, copyrights, moral rights, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in computer software, inventions, utility models, know-how and all rights or forms of protection having equivalent or similar effect anywhere in the world, whether registered or unregistered and including applications for the grant of, renewals or extensions of such rights.
- (g) **“Licence”** means a revocable and non-transferable licence to use the Exhibition Space for the Event and to use the Event name, logo and/or Foreground IP (defined in Clause 9(e)) in accordance with any branding and usage guidelines provided by the Event Organiser for promotional and advertising purposes in relation to its participation at the Event in accordance with this Contract.
- (h) **“Participation Fees”** means the total participation fees (including any applicable taxes) indicated by the Event Organiser in the Application Form and any other additional cost payable under this Contract.
- (i) **“Party”** or **“Parties”** means any party or parties to this Contract.
- (j) **“Ceramitec Network”** means the Messe München group of companies, subsidiaries and its community which includes the event organisers, event managers, exhibitors, partners, participants, and sponsors.
- (k) The terms in Clauses 1(a)(i), 1(a)(iv), 1(a)(v), 1(a)(vi) and 1(d) above shall also be taken to include all directors, employees, agents, affiliated companies, successors and assigns (where applicable) of such entity (whether a company, partnership or firm).
- (l) The Event Organiser’s Terms of Service (which includes the community guidelines), Privacy Policy and Cookie Policy published at the Event sites, and service level protocol, as issued, amended and supplemented from time to time, shall form an integral part of and be read in conjunction with this Contract.

2. LICENCE & EXHIBITION SPACE ALLOCATION

- (a) The Exhibitor will be granted a Licence upon making full payment of the Participation Fees. For the avoidance of doubt (in the case of a Licence of physical Exhibition Space) this Contract is not and shall not be construed or deemed to be a lease or an agreement for lease.
- (b) All Exhibition Spaces shall be allocated and may be re-allocated at the Event Organiser’s sole discretion.
- (c) Full and prompt payment of the Participation Fees shall be a prerequisite for the access, entry or occupation of the Exhibition Space; commencement of any Exhibition Space construction, decoration or set-up by the Exhibitor (and/or its employees or agents); and/or moving or uploading of any exhibit, displays, goods and/or showcases into the Venue and the Exhibition Space. The Event Organiser is entitled to request for proof of payment before permitting any of the aforesaid.
- (d) The Event Organiser reserves the right to change the floor plan, Venue or Exhibition Space presentation or layout; relocate or resize the Venue and any Exhibition Space; relocate or close entrances, passageways and/or exits from and to any Exhibition Space; deny or restrict use of or access to any Event highlights, attractions, features and functionalities; change, relocate and/or remove any displays, exhibitors, goods and/or showcases of the Exhibitor; and/or prevent or stop any activity, where applicable, for the following reasons, and without being liable to the Exhibitor in any way:
- (i) for health, safety or security reasons;
 - (ii) to maintain public order;
 - (iii) to keep the Event’s overall layout or facilitate a more effective layout;
 - (iv) to preserve the Event’s overall image and reputation;
 - (v) to use the Venue space, features and facilities in a more effective way;
 - (vi) to carry out maintenance, upgrades, repairs or rectification works at the Venue;
 - (vii) to comply with the relevant laws and regulations; and
 - (viii) any other purpose for which the abovementioned is deemed to be reasonable and/or inevitable by the Event Organiser.
- (e) Re-allocation of Exhibition Space

Any request by an Exhibitor to re-allocate its allocated Exhibition Space shall be subject to availability and the prior written consent of the Event Organiser.

(f) Down-sizing or down-grading of Exhibition Space

(i) Request by Exhibitor

Any request by an Exhibitor to reduce the size or visibility its allocated Exhibition Space, or down-grade its Exhibition Space package shall be subject to the prior written consent of the Event Organiser. The Exhibitor shall be liable to pay the Event Organiser the full Participation Fees for the originally agreed Exhibition Space size or package even if the Exhibitor eventually does not utilise the Exhibition Space fully or in the event of any cancellations, down-sizing or down-grading of the Exhibition Space.

(ii) Required by Event Organiser

In the event of any reduction in size or visibility of Exhibition Space or down-grade of the Exhibition Space package as required by the Event Organiser at its discretion, the Exhibitor will be notified as soon as practicable in writing, and the Event Organiser may refund the pro-rated difference in price at its discretion.

(g) Cancellations or non-availability of Exhibition Space

(i) Cancellations by Exhibitor

If the Exhibitor wishes at any time prior to the Event to cancel the Exhibition Space allocated, the Exhibitor shall provide written notice, stating the reasons for such cancellation to the Event Organiser. For the avoidance of doubt, the Event Organiser shall not be obliged to accept the Exhibitor’s notice of cancellation and cancellation fees shall apply as set out in the Contract. In the event that the Exhibitor does not occupy the Exhibition Space, the Event Organiser shall be entitled to allocate the Exhibition Space to another exhibitor.

In the event of Event Organiser agreeing to any request for release from the contract, the Exhibitor will be liable for all or part of the participation fee as follows:

Cancellation 271 days or more before the show	25% of cost
Cancellation between 270 and 181 days before the show	50% of cost
Cancellation between 180 and 61 days before the show	75% of cost
Cancellation 60 days or less before the show	full cost

(ii) Non-availability of Exhibition Space

Where any Exhibition Space is not available, the Exhibitor will be notified as soon as practicable in writing, and will be refunded the Participation Fees which has already been paid, and the Event Organiser shall have no other further liability to or claims against the Exhibitor under this Contract.

(h) Use of Exhibition Space

- (i) The Exhibitor shall comply with the Exhibitor Manual and/or Terms of Service at all times.
- (ii) The Exhibitor may only display, exhibit or showcase products which fall within the exhibit profile of the Exhibitor as indicated in the Contract and approved by the Event Organiser.
- (iii) The Exhibitor shall manage the Exhibition Space and its displays, exhibits and/or showcases with competent personnel during the exhibition hours.
- (iv) The Exhibitor shall not modify or otherwise alter the Venue without the prior written consent of the Event Organiser and shall be liable for any damage caused by it to the Venue.
- (v) The Exhibitor’s exhibits, showcases and/or displays shall not obstruct or impede the view of the surrounding exhibits, showcases and/or displays. The Exhibitor shall not operate in any manner objectionable to the Event Organiser or cause inconvenience to other exhibitors or their exhibits, showcases and/or displays, pose a distraction to others, or negatively affect, disrupt, interfere, interrupt the Venue.

(i) Co-exhibitors and additional Exhibition Space

Co-exhibitors are accepted only in accordance with the conditions stipulated in the Contract and shall be equally subject to these Rules and Regulations as they apply to Main Exhibitors. If the Exhibitor’s exhibit, display, or showcase extends beyond its assigned/allocated Exhibition Space, the Event Organiser may at its sole discretion charge the Exhibitor for the extra space so occupied at the prevailing rate. The Exhibitor shall not display from any Exhibition Space, advertisement or any other printed matter which either relates to or promotes a company, firm or individual which is not a *bona fide* exhibitor at the Event or which does not promote the Exhibitor itself.

(j) Advertisements

- (i) The Exhibitor shall display advertisements only in the area/space specified by the Event Organiser, which shall remain in good condition during the duration of the Event. The Exhibitor shall not display any advertisement containing subject matter, content, graphic images considered objectionable or inappropriate by the Event Organiser.
- (ii) The Exhibitor will provide all advertising materials to the Event Organiser for approval at least seven (7) days before the desired date of publication. All changes to an advertisement must be made in writing to the Event Organiser. The Event Organiser reserves the right to reject any advertisement at any time.
- (iii) The content, positioning and format, number of impressions served, optimisation and targeting of advertisements displayed at the Venue, on the Event Organiser’s sites and third party sites managed by the Event Organiser (including banners, videos and social media advertisements) shall be at the Event Organiser’s discretion. The Event Organiser shall not be liable for any errors in the preparation of any advertising material.

The Exhibitor represents and warrants to the Event Organiser that (A) the Exhibitor holds all necessary rights to permit the use of the advertisements by the Event Organiser for the purpose of this Contract; and (B) the use, reproduction, distribution, transmission or display of advertisements by the Exhibitor or the Event Organiser, any data regarding users, and any

material to which users can link, or any products or services made available to users, through the advertisement will not (I) violate any rights of any third party; nor (II) contain any material that is unlawful or otherwise objectionable at the Event Organiser's sole discretion, including without limitation any material that encourages conduct that would give rise to civil or criminal liability, or otherwise violate any applicable law.

(k) Service level protocol (digital/online/hybrid Event only)

The Event Organiser shall use best efforts to adhere to its service level protocols, which shall be provided to the Exhibitor before the Event together with the relevant support contact details, as may be updated or amended from time to time and notified to the Exhibitor.

3. **EXHIBITOR'S BUSINESS PROFILE**

- (a) Exhibitors are only entitled to display, exhibit, market, sell and/or showcase the products and/or services within the scope of the Exhibitor's Business Profile.
- (b) Exhibitors shall obtain all required consents to display, exhibit, market, sell and/or showcase the products and/or services that are owned or provided by a third party.

4. **ADMISSION**

- (a) The Event will be opened to all visitors unless otherwise determined by the Event Organiser at its sole discretion.
- (b) A fee for all visitors may be charged by the Event Organiser for entry into the Event at the Event Organiser's sole discretion.
- (c) Notwithstanding Clause 4(a), the Event Organiser and/or Venue provider reserves the right to refuse, deny or restrict entry or access, and/or remove any person or class of persons at its sole discretion into or from the Venue and the Event, whose presence is undesirable in its reasonable opinion. The Exhibitor shall promptly co-operate and facilitate the refusal or removal of such undesirable person and/or deny or restrict such undesirable person's entry or access into or from the Venue and the Event.

5. **CANCELLATION, POSTPONEMENT OR VARIATION OF EVENT DURATION OR EVENT FORMAT**

- (a) This Event may be cancelled, rearranged, postponed, shortened or extended by the Event Organiser at its sole discretion. Upon such cancellation, postponement or variation to the Event duration, the Event Organiser shall provide written notice as soon as practicable to the Exhibitor.
- (b) Where the Event is postponed to a date falling within the twelve (12)-month period from the original Event commencement date, the Event Organiser shall offer the Exhibitor the same contractual arrangements and be entitled to retain the Participation Fees already paid by the Exhibitor except caused by Art. 19 (b).
- (c) However, where the Event is postponed to a date falling beyond the twelve (12)-month period from the original Event commencement date, the Exhibitor shall be entitled to the right to rescind the Contract by giving written notice to the Event Organiser without undue delay except caused by Art. 19 (c). If the Contract is rescinded, the Event Organiser shall refund the Participation Fees already paid by the Exhibitor (without prejudice to the Event Organiser's right to appropriate and/or retain any part of the Participation Fees for accrued expenses (pertaining to Event marketing, promotion, and service/maintenance/fit out works where applicable) and taxes that the Event Organiser has already reasonably incurred in relation to the Event).
- (d) Where the duration of the Event is shortened, the Exhibitor shall be entitled to a refund of the Participation Fees on a *pro rata* basis (without prejudice to the Event Organiser's right to appropriate and/or retain any part of the Participation Fees for accrued expenses (pertaining to Event marketing, promotion, and service/maintenance/fit out works where applicable) and taxes that the Event Organiser has already reasonably incurred in relation to the Event).
- (e) The format and/or programme of the Event may be varied by the Event Organiser at its sole discretion, including converting the Event or part thereof from a physical event to a digital/online event, which, for avoidance of doubt, shall not constitute a postponement by the Event Organiser provided that the Event Organiser shall provide written notice as soon as practicable to the Exhibitor.
- (f) The Event Organiser shall not be liable for any loss, damages or otherwise to the Exhibitor or any third party in connection with any cancellation, rearrangement, postponement, variation, shortening or extension, or change of format or programme of the Event under this Clause, including the failure of all or any other exhibitors to attend the Event or the failure of any number of attendees to attend the Event for any reason.

6. **CHANGE OF VENUE & EVENT HOURS**

The Event Organiser reserves the right to change the Venue (including relocating or shifting the physical venue or part thereof to a digital/online venue, website or platform) and Event Hours by providing written notice to the Exhibitor as soon as practicable. The Event Organiser shall not be liable for any loss, damages or otherwise to the Exhibitor in connection with any change of Venue or Event Hours.

7. **TERMINATION**

- (a) Upon the occurrence of any of the following events at any time, including during the Event, the Event Organiser shall have the right, at its sole option and without prejudice to any other rights and remedies of the Event Organiser, to immediately terminate this Contract and revoke the Licence by giving written notice to the Exhibitor, upon which the Exhibitor shall be liable to pay all outstanding amounts in accordance with the Cancellation Schedule (as set out in the Application Form):
 - (i) the Exhibitor breaches any material term of this Contract, including but without any limitation to any failure to comply with the Payment Schedule, Payment Terms, Exhibitor's Business Profile and/or Clause 12(a) (No Sub-Licensing, Novation or Assignment);
 - (ii) the Exhibitor has, or is reasonably deemed by the Event Organiser to have, withdrawn from the Event;
 - (iii) the Exhibitor is, or is reasonably deemed by the Event Organiser to be, unable to perform or comply with any of its obligations under this Contract;
 - (iv) the Exhibitor and/or its authorised representatives has carried out or is likely to carry out activities in a manner prejudicial to the business of other exhibitors at the Venue or is of such standard that severely detracts from the character and/or quality of the Event, the Event Organiser and/or the businesses of other exhibitors, supporting organisations, media partners or any other participants of the Event;

- (v) the Exhibitor is unable to pay its debts as it falls due, or becomes bankrupt or insolvent, goes into liquidation or has a receiver or an administrator appointed in respect of any of its assets;
- (vi) the Exhibitor is in breach of any laws or regulation of any jurisdiction, including without limitations, laws governing anti-bribery and corruption, anti-money laundering, advertising, export/end user, sale of goods and services, unfair competition and unfair consumer practice;
- (vii) the Exhibitor promotes political or ideological content, discriminates against any race, gender, religion, community or ethnic group, or displays any obscene, inappropriate or objectionable content as determined by the Event Organiser;
- (viii) the Event Organiser, in its sole discretion, reasonably believes or is informed of any claim that the goods, items and/or materials sold, marketed and/or displayed by the Exhibitor at the Event infringes or is likely to infringe any Intellectual Property rights of any party; or
- (ix) the Exhibitor sells, markets and/or displays any services, goods, item and/or material which the Event Organiser reasonably believes that the Exhibitor is not authorised to do so.

- (b) This Contract may be terminated by mutual written agreement between the Parties.

- (c) The Event Organiser shall not be liable for any refund, reduction in Participation Fees or damages arising from any claim, action or order, and/or any losses, costs and expenses of any nature (whether direct, indirect, special or consequential, including without limitation, any loss of earnings or profit, loss of reputation, and all interest, penalties and legal costs) suffered or incurred by the Exhibitor arising from or in relation to termination under this Clause.

8. **EXHIBITOR'S OBLIGATIONS UPON REVOCATION OR TERMINATION**

Upon termination or expiry of this Contract or a revocation of the Licence by the Event Organiser, the Exhibitor shall:

- (a) make payment of any outstanding sums due under this Contract within a thirty (30)-day period from the date of the Event Organiser's invoice;
- (b) leave the Exhibition Space and Venue clean and in the same condition as it was handed over, subject to the Event Organiser's reasonable satisfaction; failing which, the Event Organiser may impose additional charges;
- (c) conceal by any means, the displays, exhibits, goods and/or showcases from the view of visitors and other participants of the Event, or prevent or restrict any access to the Exhibition Space; and
- (d) remove its property including content from the Exhibition Space within a reasonable timeframe stipulated by the Event Organiser; failing which, the Exhibitor expressly agrees that the Event Organiser shall be entitled to deal with the property in any way as it deems fit, including to sell, retain, dismantle, destroy or delete such property, as the Event Organiser shall think fit and without prejudice to the other rights and remedies of the Event Organiser. For the avoidance of doubt, the Exhibitor agrees that the Event Organiser shall not be a trustee of any kind over the Exhibitor's property. Where the Event Organiser elects to sell the said property, the proceeds from the sale shall be first applied towards any related costs and expenses of the sale, payment of all outstanding sums due and payable by the Exhibitor to the Event Organiser, before returning the balance of such sale proceeds to the Exhibitor. Notwithstanding the foregoing, the Exhibitor shall pay the Event Organiser's charges for storing its property and shall fully indemnify the Event Organiser 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.

9. **INTELLECTUAL PROPERTY**

- (a) The Event Organiser grants to the Exhibitor a Licence.
 - (b) The Exhibitor grants to the Event Organiser a fully-paid, irrevocable, non-exclusive, perpetual, royalty-free, worldwide licence, with sub-licensing rights and without duty to account, to use the Exhibitor's name, logo, information, data, text, messages, photographs, videos, images, graphics, audio recordings and other material contributed by the Exhibitor at the Venue or otherwise for the purposes of and in connection with the Event (as provided to and accepted by the Event Organiser in accordance with any branding and usage guidelines provided by the Exhibitor) to fulfil its obligations under this Contract and for promotional and advertising purposes for the Event.
- (c) The Exhibitor shall not:
 - (i) infringe the Intellectual Property rights of any party in any way in connection with the Contract; and
 - (ii) display, exhibit, make, market, sell and/or use available any goods or services which infringe the Intellectual Property rights of any party (including counterfeit and pirated goods).
- (d) The Exhibitor represents and warrants to the other that it is the owner of all rights, title, and interest in and to its background Intellectual Property (collectively, the "**Background IP**"). Unless expressly authorised in writing by the Event Organiser, the Exhibitor shall not be entitled to use the Event Organiser's Background IP, including all adaptations, derivations and variations for any purpose. All Intellectual Property belonging to a Party prior to the date of this Contract developed by or for a Party independently of this Contract, shall remain vested in that Party.
- (e) All Intellectual Property comprised in any, and all materials or any part thereof created, developed and/or generated (whether jointly or independently by either Party) in connection with the Event (collectively, the "**Foreground IP**") shall be deemed to be assigned to and vest in the Event Organiser upon such creation, development and/or generation, unless otherwise specified in writing by the Parties.
- (f) The Exhibitor shall promptly inform the Event Organiser if it knows or has any reason to believe that there is an infringement or misappropriation of Intellectual Property and co-operate and facilitate the Event Organiser's handling of any infringement claims in relation to or at the Event. The Exhibitor shall provide the necessary assistance at the reasonable direction of the Event Organiser in the Event Organiser's defence to any Intellectual Property claim or action.
- (g) The Event Organiser makes no representations, warranties or undertakings of any kind in relation to the Event, any exhibitor or third party at the Event or any display, exhibit, showcase or other item or material displayed, exhibited, showcased or made available by other exhibitors or third parties at or in connection with the Event. Without prejudice to the generality of the foregoing, the Event Organiser does not represent, warrant or undertake that such other exhibitors or third parties or their displays, exhibits, items or materials shall not infringe the Intellectual Property or other proprietary rights of any party, or that any complaint to the Event Organiser of such infringement or alleged infringement shall be acted upon.
- (h) In the handling of any infringement claims, the Event Organiser shall have the right to:

- (i) order the Exhibitor to immediately remove, delete, destroy and/or cover the disputed item, signage or advertisement;
- (ii) order the immediate cessation of any sales or continued display of the disputed item, signage or advertisement at the Venue and Exhibition Space; and
- (iii) order the immediate closure of the Exhibition Space for the remainder duration of the Event.
- (i) The Event Organiser shall have the right to take any necessary action to effect its decision in accordance with this Clause if the Exhibitor does not comply.
- 10. ENTIRE AGREEMENT**
- The Contract constitutes the entire agreement on the subject matter between the Parties and supersedes all prior agreements, negotiations, statements, representations and discussions (whether oral or written) in relation to the Contract ("**Representations**"). The Exhibitor acknowledges and warrants that it has not entered into this Contract in reliance on any Representation, and that the Exhibitor will not have any claim, right or remedy arising out of any such Representation, except in so far as it has been expressly incorporated into this Contract in writing.
- 11. VARIATION**
- Save for the Terms of Service, Privacy Policy, Cookie Policy, Service Level Protocol, Exhibitor Manual (if applicable, which shall be sent to the Exhibitor at least two (2) months before the commencement of the Event) and House Rules of the Venue (if any, which is applicable to all participants of the Event and will be displayed at the Venue on the Event Day(s) or notified by the Event Organiser separately), this Contract shall not be amended or varied in any way except by mutual written consent between the Parties.
- 12. NO SUB-LICENSING, NOVATION OR ASSIGNMENT**
- (a) Exhibitors shall not be allowed to sub-license, novate or assign the Licence to any third party, nor share or exchange the Exhibition Space with any third party, without the prior written consent of the Event Organiser.
- (b) The Event Organiser may novate or assign its rights and/or obligations under this Contract to any third party with written notice to the Exhibitor.
- 13. PHOTOGRAPHY, RECORDING, REPRODUCTION & DISTRIBUTION**
- The Exhibitor acknowledges that the Event Organiser has the right to take photographs, screenshots or screencasts, record, reproduce and/or distribute the same in any format for fulfilling its obligations in relation to the Event, to generate publicity for the Event and future editions thereof, whether held locally or overseas, and/or as part of its business portfolio.
- 14. VISA REQUIREMENT / INVITATION LETTER (FOR FOREIGNERS)**
- (a) The Exhibitor shall ensure that its representatives and invitees for the Event who do not possess a right of entry into the country or jurisdiction where the Event is held should fulfil any applicable visa requirements. The Exhibitor is advised to allow sufficient time for the visa application process.
- (b) Where an invitation letter from the Event Organiser is required as part of the visa application process as referred to in Clause 14(a), the Exhibitor shall first ensure that the Participation Fees are fully paid in accordance with the Payment Schedule.
- 15. LIABILITY**
- (a) To the fullest extent permissible by applicable laws, the Event Organiser shall not be responsible for:
- (i) any failure by the Exhibitor's representative and/or invitee in obtaining a timely and valid visa to enter into the country or jurisdiction where the Event is held;
- (ii) any infringement of Intellectual Property rights by the Exhibitor in relation to this Contract;
- (iii) any breach of any Data & Privacy Laws (as defined below) by the Exhibitor or its representatives in relation to this Contract;
- (iv) any error or omission in relation to the Exhibitor's information in the Event Directory, Event sites, related publication(s) and/or Event mobile application;
- (v) any interruptions, deficiencies, degradations or delays to the availability or accessibility of the Event sites and/or Event mobile application (including, where applicable, the digital/online Venue and Exhibition Space and any products, services, feature or functions therein);
- (vi) any claim, action, order, damages, losses, costs and expenses of any nature (whether direct, indirect, special or consequential, including without limitation, any loss of earnings or profit, loss of reputation, and all interest, penalties and legal costs) suffered or incurred by the Exhibitor arising from or in relation to Clause 9(c) (Intellectual Property);
- (vii) any damage to or destruction of, theft or loss of, any property brought/uploaded into or left on the Venue by the Exhibitor, its employees, agents or independent contractors (collectively, the "**Related Parties**" of the Exhibitor), however occurring, as the Exhibitor shall take the necessary precautions to safeguard and insure such property;
- (viii) any damage to, theft or loss of, delay in the arrival and departure of any property into and out of the Venue or Exhibition Space; and
- (ix) to the extent permitted by law, death or injury to the Exhibitor or its Related Parties, however occurring, except that this Clause cannot be relied on to the extent the same was caused by the wilful default or negligence of the Event Organiser.
- (b) The Event Organiser's total liability in respect of all claims, actions, orders, damages, losses, costs and expenses of any nature in relation to this Contract shall not exceed the amount of Participation Fees paid by the Exhibitor. Nothing in this Clause shall affect the Exhibitor's general obligation at law to mitigate any loss or damage which it may incur.
- (c) In no event will the Event Organiser be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- (d) Any third party appointed by the Event Organiser in relation to the Event are independent contractors and not agents. The Event Organiser shall not be liable for any act, omission and/or negligence of such third parties.
- (e) Where there are any Co-exhibitor(s) permitted, both the Main Exhibitor and the Co-exhibitor(s) shall be jointly and severally liable for their obligations under this Contract.
- 16. INSURANCE**
- (a) In the case of a physical/in-person Event, the Exhibitor shall obtain and maintain in force for the duration of the Event (including the Build-up and/or Tear-down Period and for the Event Hours):
- (i) public liability insurance covering against third party claims for bodily injury, death and property damage, with a minimum coverage of S\$1 million per occurrence;
- (ii) work injury compensation insurance covering all liabilities as required under the Work Injury Compensation Act (Cap. 354 of Singapore); and
- (iii) such other insurance as required by any regulatory or statutory body, or as required by the Event Organiser at its sole discretion.
- (b) The Exhibitor represents and undertakes that it has current and adequate insurance policies in place for its own business activities.
- (c) Before the commencement of the Event or as and when required by the Event Organiser, the Exhibitor shall produce evidence to show compliance of Clause 16(a) to the reasonable satisfaction of the Event Organiser.
- 17. INDEMNITY**
- The Exhibitor shall indemnify and keep fully indemnified, hold harmless the Event Organiser and/or the Venue provider against all, actions, claims, costs, damages, legal costs (full indemnity basis), losses, orders, penalties and legal proceedings of any nature to which either or both of the Parties may be subject to as a result of:
- (a) any of the matters which the Event Organiser is not responsible for under Clause 14(a) (Visa Requirement / Invitation Letter (For Foreigners));
- (b) any of the matters which the Event Organiser is not responsible for under Clause 15(a) (Liability);
- (c) any failure to comply with Clauses 8 (Exhibitor's Obligations Upon Revocation or Termination), 9 (Intellectual Property), 22 (Compliance with Laws) and 24 (Data Protection);
- (d) any material breach by the Exhibitor of the Terms of Service, Privacy Policy, Cookie Policy, Exhibitor Manual and the House Rules of the Venue (where applicable);
- (e) any overtime charges imposed by the Venue provider for exceeding the Build-up/Set-up and/or Tear-down/Wind-down Period caused directly by the Exhibitor and/or its Related Parties;
- (f) loss or damage to the Venue and all property therein caused directly by the Exhibitor or its Related Parties through the use of the Venue by, or acts, omissions or negligence of, the Exhibitor or its Related Parties;
- (g) damage to the Exhibition Space including its structure, floor coverings, light fittings, and any other rented items; and
- (h) to the extent permitted by law, death and/or, personal injury of any person, or damage to, theft or loss, of any person's property, caused directly by the acts, omissions or negligence of the Exhibitor or its Related Parties.
- 18. SEVERABILITY**
- If any provision or any part of a provision in the Contract is held invalid, illegal or unenforceable by a court of law or a tribunal, it shall be deemed modified to the minimum extent necessary to give effect to the commercial intention of the Parties. The validity, legality and enforceability of the remaining provisions or remaining parts of a provision shall remain in full force and effect.
- 19. FORCE MAJEURE**
- (a) A "**Force Majeure Event**" shall mean any cause beyond the reasonable control of the Event Organiser, including without limitation, fire, flood, illness, pandemic (as declared by the World Health Organisation or the host country), power failure, communications line interruption, technical and computer-related faults and breakdowns, server outage, website vandalism, computer virus invasion or attack, hacker attack, temporary or permanent website closure or shutdown (caused by governmental control or otherwise), earthquake, explosion or accident, blockade, embargo, inclement weather, governmental order, decree, restraints or regulation (including movement restrictions or border closures), restraints or orders of civil defence or military authorities, war, riot or civil disturbance or commotion, sabotage, act of terrorism, strike, lockout, boycott or other significant labour dispute or disturbance, absence of premises required for the Event, and the abovementioned scenarios shall include any threat thereof.
- (b) The Event Organiser shall not be responsible for any delay, damages, loss, increased costs and/or other unfavourable conditions directly or indirectly arising by virtue of any Force Majeure Event. If the Event or the entire performance by the Event Organiser of its obligations under this Contract is directly prevented by a Force Majeure Event for more than seven (7) consecutive calendar days, this Contract may be terminated or the Event may be cancelled or postponed, and/or the Event Venue, format or programme may be varied or modified, by the Event Organiser at its sole discretion by giving written notice to the Exhibitor.
- (c) If the Contract is terminated or the Event is cancelled or postponed for more than twelve (12) months, as a direct and sole result of a Force Majeure Event, the Event Organiser shall in its absolute discretion, refund the Participation Fees already paid by the Exhibitor within a thirty (30)-day period from the date of the Event Organiser's written notice, the refund of the Participation Fees already paid to the Event Organiser shall be without prejudice to the Event Organiser's right to appropriate and/or retain any part of the Participation Fees for accrued taxes (Clause 25(b)) and reasonable expenses (pertaining to Event marketing, promotion, and service/maintenance/fit out works where applicable) that the Event Organiser has already incurred in relation to the Event.
- 20. REMEDIES & WAIVERS**
- No failure or delay in exercising any right or remedy provided by this Contract or by law shall constitute a waiver of that right or remedy, and no single or partial exercise of a right or remedy will preclude any further exercise of any such right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided by this Contract are cumulative and not exclusive of any rights or remedies provided by law.
- 21. SET-OFF**
- The Event Organiser shall be entitled to deduct or set-off any amount(s) owing under this Contract and/or cancellation fees or charges owed by the Exhibitor pursuant to this Contract from or against monies already paid by the Exhibitor to the Event Organiser under any other contract between the Exhibitor and the Event Organiser and any outstanding amount owed by the Exhibitor to the Event Organiser after such deduction or set-off shall be a debt due and immediately payable by the Exhibitor.
- 22. COMPLIANCE WITH LAWS**
- (a) The Exhibitor is solely responsible for ensuring that all necessary approval(s) required in

- compliance with applicable laws for participating in the Event, conducting any display, exhibit, showcase and/or sale of goods and services, demonstrations and/or activities, shall have been obtained prior to the commencement of the Event at its own cost.
- (b) Before the commencement of the Event or as and when required by the Event Organiser, the Exhibitor shall produce evidence to show compliance of Clause 22(a) to the reasonable satisfaction of the Event Organiser.
- (c) The Exhibitor shall ensure compliance with all laws and regulations including excise, customs, environmental and pay all required duties and taxes in relation to the exhibition of their products or use of the Exhibition Space. The Exhibitor shall comply with all conditions, protocols, rules and regulations prescribed by the Event Organiser and/or the Venue provider as well as the stipulations of the Exhibitor Manual, House Rules, service level protocols, Terms of Service, Privacy Policy and Cookie Policy (as applicable) and shall, upon the Event Organiser's written request, take all necessary action and/or refrain from any further action which is, in the Event Organiser's view, necessary to comply with any of its obligations. The Exhibitor shall provide any necessary information or document to evidence such compliance upon receipt of any request from the Event Organiser.
- (d) The Exhibitor shall comply with all related and applicable compliance requirements that are mandated by each of (i) the Singapore Personal Data Protection Act (2012) and its regulations, and the Singapore Personal Data Protection Commission's advisory guidelines and guides; (ii) the European General Data Protection Regulation and (iii) such other data protection and privacy legislation that are applicable to any personal data, (and together with all subsidiary legislation related thereto), as amended, revised, and/or supplemented from time to time (collectively referred to as "**Data & Privacy Laws**"). The Exhibitor agrees to fully indemnify and hold harmless the Event Organiser from any investigation, fines, penalties and/or sanctions related to any breach by the Exhibitor of the Data & Privacy Laws.
- 23. NOTICES**
- Any notice and/or communication in connection with this Contract shall be in writing to the contact details as notified by the relevant Party and shall be sent by prepaid recorded delivery or registered post to the address of the relevant Party or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within seventy-two (72) hours of posting or twenty-four (24) hours if sent by facsimile transmission or by electronic mail to the facsimile number or electronic mail address of the addressee provided by the Party.
- 24. DATA PROTECTION**
- (a) Consent and rights of the Exhibitor
- By signing the Contract, the Exhibitor and its authorised signatory agree to the collection, use and distribution of its personal data including its business contact information, in accordance with all data protection related clauses hereunder and the Event Organiser's data protection notices and policies including the Privacy Policy on the Event site. Without prejudice to the generalities of the foregoing, the Exhibitor undertakes and represents that it and its authorised representative(s) have obtained all legally valid prior written explicit consent for purposes set out hereunder and/or relating to the Event, including particularly, adequate opt-in consent for indirect or direct marketing, as may be required under all Data & Privacy Laws from all relevant data subjects. The Exhibitor undertakes and agrees that it and its representatives shall not collect, use or disclose personal data of any visitors, participants, other Exhibitors or any other person or data subject at the Event site except as permitted under applicable Data & Privacy Laws.
- (b) Context of Information Collection
- The Event Organiser may collect certain information that may be considered as personal data from the Exhibitor, its employees, representatives and invitees pursuant to this Contract, at the Event and through any other related communication. Such information collected pursuant to this Contract shall be considered to be in the course of business dealings and shall constitute business contact information. The Event Organiser only retains personal data (where applicable, if collected) for so long as it is necessary for legal or business purposes in accordance with its Privacy Policy.
- (c) Direct Marketing
- The Event Organiser may share the business contact information obtained pursuant to this Contract with its Event partners, to conduct direct marketing in relation to the promotion of and invitation to future editions of this Event and any other event organised or managed by the Event Organiser, its affiliated companies and/or the Event partner(s), as well as the promotion of their services via email, telephone and other means of communication.
- (d) Disclosure/Transfer of Data
- The Event Organiser will keep the business contact information it holds confidential, but may disclose or transfer such information to:
- (i) its service providers and professional advisers for facilitating and enhancing the Event Organiser's operations, conducting analysis and market research, and to fulfil legal and audit requirements;
- (ii) its affiliates and/or Event partners who may be located outside of Singapore for the purpose of Clause 24(c);
- (iii) any party to whom the Event Organiser is required to make disclosure under applicable laws; and/or
- (iv) any other purposes as set out in the Privacy Policy.
- (e) Updates to Privacy Policy
- Any updates to the Privacy Policy shall be posted on the Event sites. Such changes shall be effective immediately on the date of posting.
- 25. TAXES**
- (a) The Exhibitor shall be liable for its own taxes arising out of and in connection with this Contract and/or shall reimburse the Event Organiser for the payment of such taxes, as the case may be, in such manner and within such period as to comply or enable the Event Organiser to comply with all relevant laws and regulations.
- (b) If the Event Organiser is required to deduct or withhold taxes under any applicable laws, the Exhibitor shall pay such additional amounts to ensure that the Event Organiser receives the Participation Fees in full after such deduction or withholding.
- 26. CONFLICT OR INCONSISTENCY**
- In the event of any conflict between the documents set out below, the following order of priority applies:
- (a) any addendum, variation or amendment agreed in writing between the Event Organiser and Exhibitor;
- (b) the Contract;
- (c) the Terms of Service read together with the Privacy Policy and Cookie Policy; and
- (d) the Exhibitor Manual.
- 27. EXCLUSION OF THIRD PARTY RIGHTS**
- A person who is not a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce any of its terms.
- 28. COUNTERPARTS**
- This Contract may be signed in counterparts, each of which is an original and all of which when taken together constitutes one and the same instrument. Handwritten or electronic signatures to this Contract transmitted by telecopy or electronic transmission (for example, through use of a "PDF" file) shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver to the other Party an executed original of this Contract with its actual signature, but a failure to do so shall not affect the enforceability of this Contract, it being expressly agreed that each Party to this Contract shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other Party to this Contract.
- 29. GOVERNING LAW AND JURISDICTION**
- This Contract shall be governed by and construed in accordance with the laws of Singapore. The Parties agree to irrevocably submit to the exclusive jurisdiction of the Singapore courts.