



**EXHIBITION CONTRACT FOR SPACE & SHELL SCHEME**

**Priority Booking Deadlines: 1<sup>st</sup> Deadline: October 15, 2009 - 2<sup>nd</sup> Deadline: December 14, 2009**

Company name: ..... Tel: ..... Mobile: .....

Contact Person: Mr./Dr./Mrs./Ms. .... Fax: .....

E-mail address: ..... \* Website: .....

VAT no.: ..... Invoice address (if different from contact address): .....

Address: .....

Postal Code: .....

Town: ..... \* UBM may from time to time send relevant updates about CPhI and other relevant UBM products and services. Your e-mail will not be passed to 3<sup>rd</sup> parties. By providing your e-mail address you consent to being contacted by e-mail for direct marketing purposes by UBM and its appointed contractors.

Country: .....

**Stand space and Shell Scheme** (please tick the appropriate box). We here by apply for stand space at the CPhI Worldwide 2010 Exhibition. Size: ..... m<sup>2</sup>.

**UBM INFORMATION CANNOT OFFER OR GUARANTEE A STAND LOCATION AT THE TIME OF CONTRACT SUBMISSION.**

**Standard Rates**

- Space only : € 418 per/m<sup>2</sup> (min. 30 m<sup>2</sup>)
- Space & Shell Scheme Type A : € 566 per/m<sup>2</sup> (min. 20 m<sup>2</sup>)
- Space & Shell Scheme Type B : € 602 per/m<sup>2</sup> (min. 20 m<sup>2</sup>)
- Space & Shell Scheme Type C : € 740 per/m<sup>2</sup> (min. 30 m<sup>2</sup>)
- North America Pavilion : € 646 per/m<sup>2</sup>
- Modular Stand Design : € 850 per/m<sup>2</sup> (min. 30 m<sup>2</sup>)

**Preferred Zone**

- API
- Custom Manufacturing
- Intermediates
- Fine Chemicals
- Excipients
- General

Details on the stand construction are set out in UBMi BV's Exhibitor Technical Manual, which is available at [www.cphi.com](http://www.cphi.com) or which will be sent to the Exhibitor upon request.

Stand Cleaning (compulsory): € 6 per m<sup>2</sup>

**Stand Sharing:**

The right to have an additional company sharing the stand space is subject to the consent of UBMi BV. (Please see clause 7 of the terms and conditions) and a fee in the amount of € 250 per additional stand sharing company will be charged according to the maximum of the stand shares as described in the Terms and Conditions.

Digital Product Directory (compulsory): € 295

Your full company profile will be featured on the digital product directory on [wherepharmameets.com](http://wherepharmameets.com), the new gateway for CPhI, ICSE, BioPh and P-MEC. Your listing will ensure that your company and products can be sourced easily by visitors to our websites who can make direct contact with your company throughout the year. Listings will be posted for the calendar year of 2010. For more information please contact our Digital Department on +31 (0)346 559 444.

You hereby agree that UBMi BV can use the details you provide on this Contract Form for such purposes including but not limited to publishing them on the above referenced website.

**Insurance**

Insurance premium € 280 (Non VATable). Breakdown: Insurance cost € 81,50 (including Insurance premium tax at 5%) and insurance processing fee € 198,50. If you are undecided in regards to taking the insurance premium of € 280 for this Exhibition, please refer to the Terms and Conditions, Article 9, Insurance.

**Payment Terms:**

In January 2010 an invoice for 50% of the total will be sent which is due and payable within 30 days from the invoice date. In April 2010 the remaining 50% will be invoiced to your company and is due and payable within 30 days from the invoice date, unless specified otherwise on the invoice. **All prices are in € and do not include VAT and tax.**

**Others**

We are also interested in  sponsoring\*\*\*  advertising in the catalogue\*\*\*  Speakers corner\*\*\* \*\*\*You will be contacted for further details.

The Terms and Conditions, which are printed on the reverse of this contract and which are also available on the internet [www.cphi.com](http://www.cphi.com), apply. By signing this Contract Form, the Exhibitor confirms that it has read and accepted the Terms and Conditions, which form part of this agreement, and agrees to be bound by them.

Name of person authorised to act on behalf of the Exhibitor: ..... Name of executive to receive all future official Exhibition information: .....

Function: ..... Address (if different from above): .....

Signature: ..... Date: .....

Tel.: ..... Fax: .....

E-mail: ..... \*

Company stamp: .....

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Please sign and photocopy this form for your own administration and return the original to UBM.

## EXHIBITOR TERMS AND CONDITIONS

### 1. DEFINITIONS

In these terms and conditions:

Agreement means these terms and conditions, the Contract Form and the Exhibitor Technical Manual;

Cancellation Charges shall have the meaning given in Clause 11.1.2;

Cancellation Notice shall have the meaning given in Clause 11.1.1;

Confidential Information shall have the meaning given in Clause 15;

Contract Form means the form to be completed and signed by the Exhibitor;

Due Date shall have the meaning given in Clause 4.2;

Exhibition means the event described in the Contract Form;

Exhibitor means the person, firm or company whose details are specified in the Contract Form;

Exhibitor Branding means such branding as may be provided by the Exhibitor to the Organiser in connection with the Exhibition;

Exhibitor Technical Manual means such pack containing information about the Exhibition as may be made available by the Organiser to the Exhibitors in advance of the Exhibition;

Exhibits means such objects and materials (including but not limited to marketing and promotional materials) as may be displayed and/or handed out to Exhibition visitors by or on behalf of the Exhibitor;

Fees means together, the Stand Space Fee, the Registration Fee, the Space Audit Fee and Insurance Premium;

Insurance Premium means the amount payable by the Exhibitor to the Organiser for insurance purposes as set out in the Contract Form;

Intellectual Property Rights means copyright, patents, trade marks, trade secrets, registered designs, database rights, know-how, rights in domain names, moral rights, the right to sue for passing off and all other legal and beneficial intellectual and industrial property and similar rights of all types under the laws of any governmental authority in any jurisdiction no matter what such rights may be known as in any particular country in the world and including all renewals, applications and registrations relating to any of the foregoing;

Organiser means UBM|DV or its permitted assignees;

Organiser Branding means such branding as may be provided by the Organiser to the Exhibitor for use with the Exhibition in connection with the Exhibition;

Registration Fee means the registration fee set out in the Contract Form;

Shell Scheme means the stand frame and any other related structure or display in the Stand Space as offered by the Organiser, as may be more fully described in the Exhibitor Technical Manual;

Space Audit Fee means the compulsory fee for approval of stand plans payable in accordance with Clause 4 as specified in the Contract Form;

Stand Sharer means any third party trader or company wishing to share the Stand Space with the Exhibitor;

Stand Space means any area in the Exhibition licensed to the Exhibitor in accordance with this Agreement;

Stand Space Fee means the fee payable for the Stand Space as set out in the Contract Form; and

Venue means the venue at which the Exhibition is held, as set out on the Contract Form or otherwise notified by the Organiser to the Exhibitor in writing.

### 2. APPLICATION AND AGREEMENT

2.1 The Exhibitor warrants, represents and undertakes that it shall provide comprehensive and complete details on the Contract Form of the intended purpose of the Stand Space and all Exhibits which it intends to use on the Stand Space.

2.2 The Organiser may at its absolute discretion accept or refuse the Exhibitor's application for Stand Space made by submission of a signed Contract Form. The Exhibitor acknowledges and agrees that a binding contract will be formed upon the sending of the Organiser's written acceptance of such application to the Exhibitor.

2.3 Subject to Clause 17.9 below, the Contract Form, these terms and conditions and the Exhibitor Technical Manual shall form the entire agreement between the parties. Each party confirms that it has not relied on any prior representations or discussions in entering into this Agreement.

2.4 In the event of conflict between the various documents forming this Agreement between the parties the following order of priority shall apply:

- 2.4.1 the Contract Form; followed by
- 2.4.2 these terms and conditions; followed by
- 2.4.3 the Exhibitor Technical Manual.

### 3. ALLOCATION AND LICENCE OF STAND SPACE

3.1 The Stand Space is licensed to the Exhibitor (in common with the Organiser and all others authorised by the Organiser) on a non-exclusive basis in accordance with this Agreement. The term of this licence shall be for the duration of the Exhibition (and for such reasonable time spent in promptly removing the Exhibits and marketing material from the Stand Space after the Exhibition has concluded in accordance with Clause 8 below) or until the licence is otherwise terminated or cancelled in accordance with this Agreement.

3.2 The individual Stand Space allocated to each Exhibitor shall be selected by the Organiser in its sole discretion, including by using the priority and loyalty system that the Organiser may have in relation to time to time.

3.3 The Exhibitor is not permitted to sub-licence the Stand Space allocated to it, either wholly or in part, or otherwise part or share possession of it or any part of the Stand Space without the prior written consent of the Organiser in accordance with Clause 7 below.

3.4 The Organiser reserves the rights to determine, and if it deems necessary, alter at its sole discretion the location and/or size of the Venue; the opening hours for the Exhibition; the term or duration of the Exhibition; the date or dates on which the Exhibition is to be held; the Stand Space allocated to the Exhibitor and its location; the layout of the Exhibition generally; the entrance and exits to and from the Exhibition; and any and all other technical or administrative details in respect of the Exhibition.

3.5 The Organiser will require reasonable endeavours to notify the Exhibitor of any changes or alterations to the Stand Space, its location or the Exhibition as a whole which materially and detrimentally impact on the Exhibitor's rights under this Agreement. The Exhibitor acknowledges and agrees that such changes and alterations may be required to be made by the Organiser to benefit and safeguard the value of the Exhibition as a whole, to the potential detriment of any individual Exhibitor(s). In the unlikely event that any material changes or alterations are detrimental to the Exhibitor, the Exhibitor further acknowledges and agrees that the Organiser may at its discretion and without obligation apply a pro rata reduction to the Fees or part of them to compensate the Exhibitor for any material detriment so offered and that this shall be the Exhibitor's sole remedy in this regard.

### 4. FEES AND PAYMENT

4.1 The Exhibitor agrees to pay the following Fees in accordance with the amounts and payment terms set out in the Contract Form:

- 4.1.1 the Stand Space Fee;
- 4.1.2 the non-refundable Digital Product Directory Fee;
- 4.1.3 the non-refundable Insurance Premium (if applicable in accordance with Clause 9); and
- 4.1.4 if the Exhibitor is applying for Stand Space only (and does not wish to use the Shell Scheme), the non-refundable Space Audit Fee (payable for the compulsory audit of technical plans for the Stand Space licensed to the Exhibitor in accordance with this Agreement).

4.2 Unless otherwise agreed by the parties and stated on the Contract Form, Fees shall be paid by the Exhibitor within 30 days of the date of the Organiser's invoice for such Fees ("Due Date"). If a shorter payment period for payment of Fees or part of them is agreed by the Exhibitor and recorded on the Contract Form, such shorter period shall apply save that in all cases Fees shall in any event be paid at least 24 hours before the commencement of the Exhibition. Time shall be of the essence regarding payment of Fees.

4.3 Without prejudice to any other right or remedy that it may have, in the event the Exhibitor fails to meet any payment obligations, (whether as to the amounts or date of payment), then the Organiser shall be entitled in its sole discretion to deem that the Exhibitor has cancelled its requirement for Stand Space and to exercise its rights pursuant to clauses 11.1.2 (Cancellation Charges) and 11.3 (Re-allocation of Stand Space).

4.4 The Fees (and any other amount payable by the Exhibitor to the Organiser in connection with the Exhibition) are stated as being exclusive of VAT which shall be payable, if applicable, by the Exhibitor in addition.

4.5 If any amounts payable under this Agreement are not paid to the Organiser by their due date for payment (whether Fees or otherwise), then the Organiser shall be entitled to charge the Exhibitor a single, late payment fee of 2% of the amount payable.

4.6 Double Decker/Storey stands

A two-storey construction is only permissible for stands covering at least 100 m<sup>2</sup>. Additional second storey space will be charged at 50% of the square metre ground level rate.

### 5. STAND SPACE AND EXHIBITS

5.1 The Exhibitor shall abide by and observe all requirements, laws, rules and regulations (including but not limited to those set out in the Exhibitor Technical Manual) whether imposed by the Organiser, the proprietors or managers of the Venue or any municipal, governmental or other competent authority. The Organiser agrees to provide the Exhibitor with reasonable notice of any material change in the requirements, laws, rules and regulations from the date of this Agreement which impact on the Exhibitor.

5.2 The Exhibitor acknowledges and agrees that it is a condition of this Agreement that it uses the official contractors appointed by the Organiser as detailed in the Exhibitor Technical Manual. Official Contractors are as set out in the Exhibitor Technical Manual, or as otherwise notified in writing by the Organiser. The Exhibitor shall be directly responsible for payment for all contractor services used by the Exhibitor (including without limitation any electricity consumed by the Exhibitor's Stand Space) and the supervision of such services.

5.3 Plans for specially built stands or displays, other than those for Stand Space using a Shell Scheme, must be submitted by the Exhibitor to the Organiser or its appointed representative in good time for audit and approval before construction is ordered or commenced.

5.4 If in the opinion of the Organiser, the Exhibitor's stand, Shell Scheme, or other display extends beyond the allocated Stand Space or is otherwise not in compliance with this Agreement, the Organiser may at its sole discretion: (i) charge the Exhibitor for the extra Stand Space so occupied at the prevailing rate, or (ii) require the Exhibitor to move or alter its stand or Shell Scheme so that the allocated Stand Space is not exceeded and the Exhibitor agrees to pay all costs and expenses related thereto.

5.5 The Exhibitor shall be entitled to exhibit only those Exhibits specified in the Contract Form or otherwise prior approved by the Organiser in writing. If the Organiser determines, at its sole discretion, that an Exhibit is inappropriate for the Exhibition then the Exhibitor shall remove such Exhibit immediately upon receiving notice from the Organiser.

5.6 The Exhibitor must not erect its Exhibits in a manner which would, in the opinion of the Organiser, obstruct the light or impede the view along the open spaces or gangways of the Exhibition or cause inconvenience for or otherwise affect the display of any other Exhibits.

5.7 Any marketing materials and all materials used for building, decorating or covering stands or displays must consist of non-flammable material. The Exhibitor must comply immediately with all instructions given by the relevant authorities or the Organiser to avoid the risk of fire or any other risk of injury or damage to property.

5.8 Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors and other Exhibitors and any music or other noise shall be at such a level so as to cause no nuisance or discomfort to visitors and other Exhibitors. In addition, the Exhibitor shall reduce the volume of or switch off any music or other sound source immediately if required to do so by the Organiser.

5.9 The Organiser and any other person authorised by the Organiser or having an interest in the premises shall without notice be entitled to access all reasonable times before, during and after the Exhibition the Exhibitor's Stand Space and for this purpose the Organiser or any such person shall be entitled to use such force as may be reasonably necessary and (subject to clause 14.5) without incurring any liability whatsoever to the Exhibitor.

5.10 On the first day of the Exhibition, the Exhibitor must occupy the Stand Space allocated to it no later than the opening time of the Exhibition. In the event that the Exhibitor fails to do so, then (without prejudice to the Organiser's other rights and remedies) the Organiser shall be entitled to cancel the Exhibitor's requirement for the Stand Space and to exercise its rights pursuant to clauses 11.1.2 (Cancellation Charges) and 11.3 (Re-allocation of Stand Space).

5.11 Details of Exhibition hours are set out in the Exhibitor Technical Manual or as otherwise notified in writing by the Organiser. During these times the Exhibitor shall ensure that: (a) the Stand Space is adequately staffed by the Exhibitor's authorised personnel and/or representatives; (b) the Exhibits are all operational and/or displayed (as the case may be); and (c) the Exhibitor is ready and able to conduct business.

5.12 Save for canvassing by the Exhibitor on its own Stand Space in the normal course of its business, any other canvassing anywhere in the Exhibition is strictly prohibited. The distribution, display by the Exhibitor of printed or other placards, handbills or circulars or other articles except by the Exhibitor on its own Stand Space is prohibited, except by prior written agreement with the Organiser.

### 6. EXHIBITOR'S REPRESENTATIVES AND PASSES

6.1 The Exhibitor shall supply to the Organiser the name of at least one person to be its representative in connection with the installation, operation and removal of the Exhibits and shall ensure that such person is available to be contacted by the Organiser at all times during the opening hours of the Exhibition and reasonably available at other times during the Exhibition period.

6.2 In order to ensure only official access to the Exhibition areas, the Exhibitor and any authorised personnel and any permitted contractors will be issued with non-transferable passes. No admission to the Exhibition areas will be allowed unless this pass is presented. The Exhibitor will be required to provide the Organiser, by the date specified in the Exhibitor Technical Manual, with a list detailing the personnel who will be present at the Stand Space and/or around the Exhibition and/or any permitted contractors and the day(s) on which each person is likely to be at attendance. The Exhibitor shall be liable for all and any unauthorised use of the passes issued to the Exhibitor.

6.3 The Exhibitor shall be responsible and liable for the conduct of all personnel and any other person associated or connected with the Exhibitor. The Organiser reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence or behaviour is undesirable and/or potentially unlawful, harmful, disrespectful and/or causing a nuisance to other Exhibitors and/or Exhibition visitors and the Organiser may exercise such right notwithstanding that any such person is the employee, agent or permitted contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

### 7. STAND SHARING

7.1 If the Exhibitor wishes to have any Stand Sharer at the Stand Space, then it shall send a written request to the Organiser using the "stand sharers form" in the Exhibitor Technical Manual or otherwise made available from the Organiser provided that such Stand Sharer shall be subject to the prior written approval of the Organiser (to be withheld or conditioned at its sole discretion).

7.2 Notwithstanding any stand sharing arrangement, the Exhibitor shall remain fully and wholly liable for the full amount of the Fees. The Exhibitor shall ensure that any approved Stand Sharer complies with this Agreement and the Exhibitor shall be responsible and liable for any act, omission or default of such Stand Sharer and shall indemnify and keep indemnified the Organiser against any damages, losses, costs or expenses the Organiser may incur in connection with any Stand Sharer.

### 8. REMOVAL OF EXHIBITS AND MARKETING MATERIALS

8.1 The Exhibitor shall comply with all provisions of the Exhibitor Technical Manual in relation to the removal of Exhibits and dismantling of the contents of the Stand Space. All movements of Exhibits in and out of the Exhibition must be handled by the official contractors specified in the Exhibitor Technical Manual.

8.2 In order to comply with health and safety regulations, no Exhibit shall be packed, removed or dismantled during Exhibition hours or prior to the closing of the Exhibition without the prior written permission from the Organiser.

8.3 The Organiser reserves the right in its absolute discretion at any time to require the Exhibitor to remove (or to itself remove) any Exhibit (whether specified on the Contract Form or not) which is being displayed at the Exhibition if the Organiser reasonably believes that such Exhibit contravenes any provision of this Agreement or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person.

8.4 The Exhibitor will be liable for all storage and handling charges imposed by the Organiser acting reasonably with respect to the Exhibitor's failure to remove all Exhibits from its Stand Space in accordance with this Agreement.

8.5 The Exhibitor must surrender any occupied Stand Space in its original condition. The Exhibitor shall on demand indemnify and keep indemnified the Organiser for any damage caused by the Exhibitor, its employees, agents or contractors, or any Stand Sharer to the Venue and/or to any Stand Space or Shell Scheme occupied by the Exhibitor, or any possessions or property of other Exhibitors.

### 9. INSURANCE

9.1 Subject to Clause 9.2, the Exhibitor shall carry public liability insurance against personal injury, death and damage to or loss of property by any cause whatsoever. Such insurance level shall not be less than £2,000,000 per event.

9.2 The Exhibitor shall either:

- 9.2.1 on the date of this Agreement pay the Organiser the Insurance Premium set out on the Contract Form and following successful payment of such Insurance Premium, the Organiser shall arrange for such suitable insurance cover as it determines in its sole discretion; or
- 9.2.2 obtain insurance in accordance with Clause 9.1 and shall provide written evidence of its insurance policy to the Organiser no later than 8 weeks prior to the commencement date of the Exhibition.

9.3 In the event that an Exhibitor elects to arrange its own insurance cover in accordance with Clause 9.1 and fails to provide written evidence of such insurance cover to the Organiser in accordance with Clause 9.2.2, the Organiser may in its sole discretion:

- 9.3.1 terminate this Agreement, at which point the provisions of Clause 13.3 shall take effect; or
- 9.3.2 provide written notice to the Exhibitor requiring the Exhibitor to pay the Insurance Premium, in which case the Exhibitor shall pay such Insurance Premium within two working days provided that any failure to do so shall entitle the Organiser to terminate this Agreement at which point the provisions of Clause 13.3 shall take effect.

9.4 In the event that an Exhibitor enters this Agreement less than 8 weeks before the commencement of the Exhibition, the Exhibitor shall on the date of this Agreement either provide satisfactory written evidence to the Organiser of its insurance policy, or pay to the Organiser the Insurance Premium.

9.5 Details of insurance cover capable of being arranged by the Organiser shall be set out in the Exhibitor Technical Manual. The insurance cover shall be placed with a recognised insurer. The Organiser acts as the agent of the Exhibitor in arranging such insurance and the Exhibitor thereby authorises the Organiser to act as its agent. An insurance certificate and policy wording will be provided to the Exhibitor on request.

9.6 In the event that an Exhibitor requires cover for sums in excess of those stated or for risks not insured by the Organiser's policy such Exhibitor should effect such additional cover at its own behalf. Exhibitors may contact the insurance brokers whose details are supplied in the Exhibitor Technical Manual and who may be able to assist in arranging additional cover where required. The Organiser does not accept any responsibility for any such additional coverage required or arranged by an Exhibitor.

### 10. USE OF BRANDING

10.1 Subject to the Exhibitor complying with the provisions of this Agreement and any branding guidelines set out in the Exhibitor Technical Manual or otherwise provided in writing to the Exhibitor, the Organiser hereby grants the Exhibitor a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence for the period of time between the date of this Agreement and the end of the Exhibition, to use the Organiser Branding solely and strictly for the purpose of reasonably promoting, marketing and advertising its participation in the Exhibition.

10.2 Subject to the Organiser complying with the provisions of this Agreement, the Exhibitor hereby grants the Organiser a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence, to use the Exhibitor Branding solely and strictly for the purpose of promoting, marketing and advertising the Exhibition and the Exhibitor's involvement in the Exhibition.

### 11. EXHIBITOR'S CANCELLATION OR MODIFICATION OF STAND SPACE

11.1 If the Exhibitor wishes at any time prior to the Exhibition to cancel its Stand Space, it shall:

- 11.1.1 provide immediate written notice to the Organiser (a "Cancellation Notice"); and
- 11.1.2 pay the following cancellation charges ("Cancellation Charges"), dependent upon the date of receipt of such Cancellation Notice by the Organiser:
  - (a) 50% of the total Fees paid or payable by the Exhibitor where the Cancellation Notice is received by the Organiser on or before the date which falls 181 days before the start of the Exhibition;
  - (b) 75% of the total Fees paid or payable by the Exhibitor where the Cancellation Notice is received by the Organiser during the period which falls between 180 days and 121 days (inclusive) before the start of the Exhibition; or
  - (c) 100% of the total Fees paid or payable by the Exhibitor where either the Exhibitor does not provide any Cancellation Notice or where the Cancellation Notice is received by the Organiser on or after the date which falls 120 days before the start of the Exhibition.

The Exhibitor shall pay the applicable Cancellation Charges within 30 days of the date of the Exhibitor's Cancellation Notice or within 14 days of the Organiser's invoice for such sums, whichever is the sooner.

11.2 If the Exhibitor wishes to modify its Stand Space it shall send a written request to the Organiser, stating the reason for the proposed modification, which the Organiser shall be entitled to accept, reject or condition at its reasonable discretion. Such conditions may include (but not be limited to) the payment of additional Fees if the modification will result in additional requirements in connection with the Stand Space or the payment of the applicable Cancellation Charges set out in clause 11.1 if the modification will result in significantly reduced requirements for Stand Space.

11.3 In the event that:

- 11.3.1 the Exhibitor provides a Cancellation Notice under Clause 11.1;
- 11.3.2 the Exhibitor's modification pursuant to Clause 11.2 results in a reduction of Stand Space;
- 11.3.3 the Organiser deems that the Exhibitor has cancelled its requirement for the Stand Space in accordance with Clauses 4.3, 9.3, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, and 10.11;
- 11.3.4 the Exhibitor is in breach of this Agreement;

then the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser) to re-allocate or resell the Stand Space which has been allocated to the Exhibitor. In the event that the Exhibitor modifies its Stand Space in accordance with the provisions of 11.2 above, and then subsequently attempts to cancel such Stand Space, the Organiser shall in its sole discretion be entitled to apply the applicable Cancellation Charges set out in clause 11.1 above for (i) the original, unmodified Stand Space; or (ii) the modified Stand Space.

### 12. POSTPONEMENT AND CANCELLATION BY ORGANISER

12.1 The Organiser shall be relieved of its obligations under this Agreement in the event that the holding of the Exhibition by the Organiser is prevented or the Organiser or any of its material obligations under this Agreement and/or the attendance at the Exhibition by the Exhibitors and/or any other exhibitor and/or any visitors is impossible, illegal or substantially or materially interfered with, due to any cause or causes beyond the reasonable control of the Organiser or the providers of the Venue including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, rebellion, blockade or embargo, strikes, lock-outs, sit-ins, industrial or trade disputes, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advice or recommendation of any government (including any government agency or department), regulatory authority or international agency against travel, exhibitions and/or public gatherings, or the Venue becomes unavailable and/or unfit for occupancy and/or use ("Force Majeure").

12.2 In the event of force majeure, the Organiser may cancel, postpone or bring forward the Exhibition or change the Venue or otherwise alter the Exhibition.

### 13. TERMINATION

13.1 This Agreement may be terminated by the Organiser at any time by written notice to the Exhibitor upon the occurrence of any of the following events:

- 13.1.1 the Exhibition is cancelled in accordance with Clause 12 above;
- 13.1.2 the Organiser is not satisfied that proper use is being made of the Exhibition by the Exhibitor during the build up period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its contractors or Exhibits is in the Exhibition centre in connection with the Exhibition;
- 13.1.3 the Exhibitor fails to arrange insurance cover in accordance with the provisions of clause 9;
- 13.1.4 payment of Fees is not made by the Exhibitor in accordance with this Agreement;
- 13.1.5 the Exhibitor is or becomes for any reason unable to utilise the Stand Space;
- 13.1.6 the Exhibitor ceases to carry on business, becomes insolvent or enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers from enforcement of security or legal process or repossession or any event analogous to any of the above in any jurisdiction;

13.1.7 the Exhibitor or relevant attending employees, contractors or other of its personnel is or are convicted of any criminal offence or otherwise so conduct itself/themselves as to bring itself, the Exhibition or the Organiser into disrepute;

13.1.8 the Exhibitor is in breach of any provision of this Agreement;

13.1.9 the Exhibitor is in breach of any applicable local legislation, rules or regulations.

13.2 Upon termination of this Agreement for any reason, any allocation of the Stand Space shall automatically be cancelled forthwith.

13.3 If this Agreement is terminated under any of Clauses 13.1.2 to 13.1.9 inclusive above then: (i) the Organiser shall be entitled to re-allocate and/or resell the Stand Space; (ii) all payments made in respect of the Stand Space shall be retained by the Organiser and forfeited by the Exhibitor; and (iii) the Organiser shall have the right to invoice for and (within 30 days of the date of such invoice) the Exhibitor shall pay the balance of the Fees and for any loss of damage suffered or additional expenses incurred by or on behalf of the Organiser as a consequence of such termination.

13.4 Upon termination of this Agreement for any reason, all the Exhibitor's property shall be removed by the Exhibitor from the Exhibition immediately, failing which such property will be removed and/or stored at the Exhibitor's expense in accordance with Clause 8.4. The Organiser reserves the right to exercise a general lien over any property of the Exhibitor in the Venue in respect of all monies of whatever nature, including (without limitation) in respect of claims for damages, costs, losses or expenses which may at any time be due or payable by the Exhibitor to the Organiser in connection with the Exhibition.

13.5 Without prejudice to clauses 13.3 and 13.4, on the termination of this Agreement all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination including but not limited to clauses 4, 13, 14 and 15.

### 14. LIMITATION OF LIABILITY AND INDEMNITY

14.1 This Clause 14 sets out the entire liability of the Organiser (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Exhibitor in respect of any breach of this Agreement; any use made by the Exhibitor of the Stand Space; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

14.2 Neither the Organiser nor any of its respective agents shall be liable to the Exhibitor under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental special or consequential loss arising under this Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

14.3 The Organiser's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in connection with which such liability arises.

14.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

14.5 Nothing in this Agreement purports to exclude or limit the Exhibitor's liability for death or personal injury as a result of its negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded by law.

14.6 The Exhibitor shall on demand indemnify and keep indemnified the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any breach of any term(s) of this Agreement by the Exhibitor, its agents, contractors or employees.

### 15. CONFIDENTIALITY

15.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("Confidential Information") except as strictly necessary to perform its obligations or exercise its rights under this Agreement PROVIDED THAT this provision shall not apply to Confidential Information:

- 15.1.1 which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or
- 15.1.2 which comes into the public domain otherwise than through the default or negligence of the receiving party; or
- 15.1.3 which the receiving party is required to disclose by law or applicable regulatory authority.

15.2 In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.

15.3 Each party shall ensure that its personnel, sub-contractors and agents who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this Clause 15.

15.4 The provisions of this Clause 15 shall continue in force notwithstanding termination or expiry of this Agreement.

### 16. INTELLECTUAL PROPERTY RIGHTS/PROHIBITED GOODS

16.1 The Exhibitor shall not exhibit (nor attempt to exhibit) at the Exhibition any counterfeit good or any goods which infringe any third party's Intellectual Property Rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations where the Exhibition takes place ("Prohibited Goods").

16.2 Without prejudice to the Organiser's other rights, in the event that a third party and/or a relevant authority alleges that the Exhibitor exhibits (or attempts to exhibit) any Infringing Goods and/or Prohibited Goods, the Organiser shall have the right to:

- (a) physically remove any such goods;
  - (b) terminate this Agreement including the Exhibitor's right to participate in the Exhibition; and/or
  - (c) close down the Exhibitor's stand;
- and in any such event, the Exhibitor shall have no financial or other claim against the Organiser. Subject to any claim by a third party, the Organiser shall return any removed goods to the Exhibitor.

16.3 The Exhibitor agrees to attend a pre-registration inspection prior to the commencement of the Exhibition, where requested by the Organiser and in accordance with the Organiser's instructions from time to time.

16.4 The Exhibitor agrees to on demand indemnify and keep indemnified the Organiser against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of or made against the Organiser arising out of the exhibition by the Exhibitor of any Infringing Goods or Prohibited Goods, and/or any acts by a third party as a consequence of such exhibition.

### 17. GENERAL

17.1 Assignment. The Exhibitor shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Exhibitor arising under this Agreement save that it may use official contractors pursuant to Clause 5.2. The Organiser shall be entitled to assign the benefit (subject to the burden) of this Agreement without notice to or consent from the Exhibitor.

17.2 Notices: Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be given either personally or by first class post or facsimile transmission addressed to that other party at their registered address or such other address as notified in writing from time to time. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by facsimile transmission shall be deemed to be served immediately provided that in the case of facsimile transmission the correct transmission report shall have been received by the sender.

17.3 Set-off: The Organiser reserves the right to set off any indebtedness of the Exhibitor to the Organiser against any indebtedness of the Organiser to the Exhibitor.

17.4 No waiver: No waiver by the Organiser of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless given in writing and signed by any director of the Organiser. The Organiser's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.

17.5 Cumulative remedies: No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.

17.6 Headings: The headings in this Agreement have been inserted for reference only and do not affect their interpretation.

17.7 Relationship: Nothing in this Agreement shall create a relationship of landlord and tenant between the Organiser and the Exhibitor or give the Exhibitor any estate or interest in the Stand Space or any other space at the Exhibition other than a non-exclusive licence of the Stand Space.

17.8 Severability: The provisions contained in each clause, and sub-clause of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provisions were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

17.9 Supplementary regulations and instructions: Notwithstanding any other provision of this Agreement, the Organiser reserves the right to issue supplementary regulations or instructions in addition to those in this