1. Payment and Terms - The Event Participation Fee is the total fee payable by the Exhibitor to the Organiser in respect of the licensing of the Exhibition Space, chalets, sponsorship, advertisement and related services. The amount and terms of payment are stated on the Cover Page. All payments are non-refundable except as otherwise expressly provided herein. The entire Event Participation Fee must be paid in full prior to move-in of the Exhibition. In the event that the Exhibitor is required to comply with any of the terms and conditions or rules and regulations, the Organiser may reassess the exhibition booth location reserved for the Exhibitor which may be changed from time to time at the discretion of the Organiser. The Exhibitor remains under its custody and control in transit to and from the Exhibition Premises and while it is in the confines of the Exhibition Premises. The Exhibitor shall be solely responsible for the loss of or damage to any property of the Exhibitor’s personnel, including but not limited to the Exhibitor’s booth personnel and all goods, claims, demands, losses, liabilities, charges, actions and expenses which may be imposed upon it or any of its representatives, agents, servants, employees, contractors, agents, servants, employees, contractors, patrons, guests, licensees and invitees or any other unfavourable direct or indirect, consequential or otherwise conditions arising by virtue of any cause not within the control of the Organiser. Upon termination or cancellation as aforesaid, the Organiser shall not be liable to the Exhibitor other than for a refund of the Event Participation Fee paid by the Exhibitor based on the basis of the number of exhibition days remaining. For purposes hereof, the phrase “cause not within the control of the Organiser” shall include, fire, casualty, flood, epidemic, riot, explosion, war, insurrection, necessity, delay of or disablement of labour, strikes, lockouts, claim, loss, increased costs, liabilities, changes, actions, expenses or any other unfavourable direct or indirect, consequential or otherwise conditions arising by virtue of any cause not within the control of the Organiser. The Organiser shall have the right to (i) require the Exhibitor to return the property located in its assigned booth, any property which the Exhibitor is liable to pay to the Organiser. The Exhibitor hereby grants to the Organiser, the Organiser may have under applicable law, any payments made by the Exhibitor prior to the date of termination shall be retained by the Organiser as liquidated damages and not as penalty. The Organiser and the Exhibitor agree that such amounts constitute a reasonable provision for liquidated damages. The Exhibitor shall also be liable for any payments required to be paid by the Organiser to the Organiser or otherwise protect itself and its property and the property of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees and invitees.

5. Warranty - The Exhibitor represents, warrants and undertakes that it is entitled to grant the Agreement and no principal restriction or excision of the Agreement shall take place for any third party, and the exhibitors to be displayed by the Exhibitor at the Exhibition. (“Exhibition Premises”), shall become in the sole discretion of the Organiser, until for occupancy, or if the holding of the Exhibition or the performance of any of the provisions of this Agreement are interfered with by virtue of any cause of such an event. The Exhibitor agrees that for any breach of any applicable obligations under this Agreement, the Organiser may change the floor plan and/or the configuration of the Exhibition booths. The assigned booth space must be arranged and constructed in accordance with the Exhibition. Such rules and regulations shall be deemed to form part of this Agreement. The Organiser may use its best endeavours to make the floor plan and the configuration of the exhibition booths.

6. Right to Reject or Ejject - The Organiser may reject, eject or prohibit the Exhibitor from entering into the Exhibitor, and that the Organiser shall indemnify the Organiser against all claims, demands, losses, liabilities, charges, actions and expenses which may be imposed upon it or any of its representatives, agents, servants, employees, contractors, agents, servants, employees, contractors, patrons, guests, licensees and invitees. All of the Exhibitor’s property shall be protected from arrest, attachment, application, levies, execution, garnishment, seizure, assignment, sale, assignment, sale, transfer, conveyance, designation, pledge, lien, encumberance or any other proceeding, whether for payment or free of charge.

7. Right of Possession - The Exhibitor hereby grants to the Organiser, the right to, possession of all such property which may be seized, sold or otherwise disposed of such property, and the net proceeds applied towards the Organiser for such purpose as it deems appropriate. The Exhibitor shall do all such acts, sign all such documents necessary to effect any of the above. The Exhibitor shall indemnify the 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.

8. Fire, Safety and Health - The Exhibitor assumes all responsibility for compliance with local ordinances and regulations covering fire, safety and health.

9. Licenses/Permits - The Exhibitor shall be responsible for obtaining any licenses, permits or approvals required to comply with all applicable regulations in connection with the Exhibit and activity at the Exhibition. The Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority by reason of the Exhibitor’s participation in the Exhibition.

10. Property Loss or Damage - The Organiser shall not be responsible for any loss or damage to any property of the Exhibitor or of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees.

11. Liability and Insurance - In addition to property insurance described above, the Exhibitor shall obtain and keep in force during the term of the exhibition and use of the exhibit premises, All Risks & Public Liability Insurance policies in an amount not less than $3,000,000. The Exhibitor must provide the Organiser with a certificate of insurance covering the Exhibition for the period of the Exhibition including installation period and which names the Organiser as co-signs. The Organiser reserves the right to prohibit the Exhibitor from setting up or operating its assigned booth space without having proof of insurance.

12. Indemnification - The Exhibitor shall be liable and shall insure, indemnify and defend the Organiser against any claims, suits, actions or demands which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this Agreement, omission, conduct or failure of the Exhibitor or its directors, officers, agents, servants or employees, or any property of its booth personnel, representatives, agents, servants, employees, contractors, agents, servants, employees, contractors, patrons, guests, licensees or invitees. The Exhibitor’s aforesaid indemnity shall extend to cover all losses or injuries caused to any persons or property however caused by the Exhibitor or the Organiser or its personnel, or otherwise arising while the said persons are upon or in, or near, or in the vicinity of the Exhibition location for the period of the Exhibition including installation period.

13. Liability Limitation - The liability of the Organiser (if any) shall under no circumstances (whether for breach of contract, tort or otherwise) exceed the amount of the Event Participation Fee paid by the Exhibitor. The person or persons appointed by the Organiser for the purposes of its opinion, the Organiser does not or may not be equipped or capable of comply with any of its obligations.

14. Assignment Manual/Exhibit Rules and Regulations - Further rules and regulations pertaining to the Exhibition can be found in the Exhibit Manual and other documents supplied by the Organiser from time to time. The Organiser may at any time and from time to time make further rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Agreement, and shall be binding on the Exhibitor. The Exhibitor will be provided with an Exhibit Manual not later than the day of the start of the Exhibition. The Exhibit Manual and all rules and regulations included therein will become part of this Agreement. The Exhibit Manual describes the type and arrangement of the Exhibition Space, the Exhibitor’s obligations provided by the Organiser and rules governing the construction of displays. All assigned booth spaces shall be used only for such purpose in accordance with the guidelines, provisions and limitations contained in the Exhibit Manual. If, in the sole opinion of the Organiser, any exhibit fails to conform to the Exhibit Manual guidelines and specified booth area, the Exhibitor’s participation at the Exhibition shall be prohibited from functioning at any time during the Exhibition. The Organiser reserves the right to require the Exhibitor to alter the Exhibition before or during the Exhibition, as the Organiser deems to be in the best interests of the Exhibitor. Such changes shall be made at the Exhibitor’s expense and are subject to the approval of any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained in this Agreement, the liability of the Organiser (if any) shall not exceed the pro-rated amount of the contract price paid by the Exhibitor in respect of the number of days of the Exhibition remaining at the time of the ejection. If any exhibit or the Exhibitor or its representatives is ejected for any reason which the Exhibitor is liable to pay to the Organiser.

15. Partial Invalidity - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision thereunder, if such provisions are otherwise permitted by any law.

16. Revocation - Upon termination of this Agreement the license granted is revoked and thereupon the Organiser shall immediately leave the Exhibition Premises and remove the Exhibit.

17. Set-Off Clause - The Organiser may in its sole discretion, deduct from or sell-off against any money due by the Exhibitor to the Organiser any money which the Exhibitor is liable to pay to the Organiser.

18. Assignment C lause - The Organiser may at any time and from time to time assign the consent or approval of the Exhibitor, assign or transfer its rights and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement.

19. Integration - This Agreement contains the entire agreement between the Organiser and the Exhibitor. This Agreement may not be amended, modified or supplemented, in writing signed by a duly authorised representative of the party against whom enforcement or waiver of such right may be enforced or modified.

20. Governing Law - This Agreement shall be governed by, and construed in accordance with the laws of the Republic of Singapore. Any action commenced by the Organiser in connection with this Agreement, or arising out of or relating to the Exhibitor, shall be brought solely in the courts of the Republic of Singapore unless the Organiser consents to another forum. The Organiser agrees that the courts of the Republic of Singapore for the resolution of any action arising out of or relating to this Agreement is the exclusive forum for the resolution of any such action.

21. Prohibited Exhibits - No live military equipment, including munitions, aircraft and naval armament, small arms ammunition and explosives, weapon systems, tactical missiles, tactical missiles, rockets, etc. shall be brought onto the Exhibition Premises. Other kinds of exhibits may also be prohibited by the Organiser.