

GENERAL EXHIBITION TERMS AND CONDITIONS (this “Agreement”)

- (1) **Organiser** - The Exhibition is organized by Panda America Pte Ltd. (The Organiser)
- (2) **Agreement** - (i) This Agreement is hereby entered into between the Organiser and the Exhibitor. (ii) This Agreement constitutes a license granted by the Organiser to the Exhibitor only and shall not be deemed to be a lease or an agreement for lease.
- (3) **Allocation of stand space** - (i) This application does not give the Exhibitor a right to be allocated stand space by the Organiser. (ii) Stand Space will be allocated at the Organiser's full discretion. In special cases the Organiser may decide not to accept an application, to allocate less stand space than has been applied for, to alter allocated stand space or to withdraw an allocation without the Exhibitor being entitled to claim compensation for damages incurred. (iii) The Organiser's decision on the allocation of the stand space will be final and binding on the exhibitor. (iv) The full contract price is payable even if the exhibitor eventually does not utilise the whole stand. (v) If no stand is available for the exhibitor (without and default on its part) then the sole obligation of the Organiser is to refund to the exhibitor such amount of the money received by the Organiser from the Exhibitor and apart from the aforesaid refund, the Organiser shall have no liability whatsoever. (vi) If the Exhibitor does not fulfill any of its obligations set out in this Agreement, the Organiser will be entitled not to proceed with the allocation of stand space, or to withdraw an existing allocation of stand space or not to make stand space available, without prejudice to the Organiser's claim for full payment of the amounts due.
- (4) **Stand rent and terms of payment** - Unless otherwise stipulated, payment in full must be accompanied with this application form and must be payable in Singapore dollars.
- (5) **Warranty** - The Exhibitor represents, warrants and undertakes that it is entering into this agreement as principal and not as agent or nominee of any third party, and the exhibits do not infringe or are likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained or any breach of provisions of this Agreement, this Agreement and the license herein granted may be terminated by the Organiser (without the Organiser being liable for any damages or claims whatsoever and without prejudice to the Organiser's other rights and remedies) and the Exhibitor shall indemnify the Organiser against any and all costs, claims, damages, losses, liabilities, charges, actions and expenses.
- (6) **Admission** - (i) The Exhibition will be open to all Exhibition registrants. (ii) A nominal registration fee may be charged by the Organiser. (iii) The Organiser reserves the right to regulate the admission of any person.
- (7) **Exhibits and other related materials** - (i) All exhibits, brochures, audio-visual presentations, displays and all related materials and articles is subject to the approval of the Organiser. (ii) Forgeries or replicas of phone cards and collectible items are not allowed for sale during the exhibition. (iii) The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approvals required for the Exhibits and its participation in the Exhibition have been obtained prior to the commencement of the Exhibition.
- (8) **Standfitting services** - For exhibits under the booth/shell/table scheme, standfitting works can only be carried out by the Official Contractor.
- (9) **Electrical works and electricity supply** - (i) Lighting, lighting mains, power plugs, power mains and motors (which power and others specifications are the sole responsibility of the Exhibitor to verify) are available in the Exhibition hall. (ii) Where Exhibitor requires any electrical work to be carried out in connection with its Exhibit or stand space such work shall only be carried out by the Official Contractor appointed by the Organiser.
- (10) **Cancellation** - (i) The Organiser reserves the right at all times to, without the Exhibitor having the right to compensation, (aa) change the dates of the Exhibition; or (bb) cancel the Exhibition due to any cause whatsoever. (ii) No application can be cancelled or altered unilaterally by the Exhibitor. The Organiser may comply with a request to cancel the application subject to the condition that the Exhibitor pays a compensation for cancellation. The amount of compensation will depend on the time of cancellation and will be calculated at a percentage of the total stand rental payable in accordance with the following schedule :-

<u>Time of receipt of notice of cancellation</u>	<u>Compensation:- Percentage of total stand rental</u>
(a) 01 January 2014	50%
(b) 01 February 2014	100%

- (11) **Liability and risks** - (i) The exhibitor shall insure, indemnify fully and effectively and hold the Organiser and their respective shareholders, the lessors of the premises where the Exhibition is held and all governmental, statutory and regulatory bodies and agencies of the country where the Exhibition is held and their respective directors, officers, agents and servants harmless against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this Agreement, omission, conduct, failure of the Exhibitor or its directors, officers, agents, servants, invitees or independent contractors. (ii) The Exhibitor's aforesaid indemnity shall extend to all losses or injuries caused to any persons or property howsoever caused by the Exhibitor or its exhibits or personnel, or otherwise arising while the said persons are upon or examining, observing or passing the exhibits or stand space occupied by the Exhibitor, or by the demonstration of or otherwise in connection with the Exhibition. (iii) The liability or risks of loss or damage to the Exhibitor's employees or agents, or the exhibits, shall be the responsibility of the Exhibitor. (iv) Exhibits shall be placed at the Exhibitor's own risks and the Organiser, their respective shareholders, officers and agents shall not be held responsible for any theft, damage, loss or destruction of the exhibits. (v) Under no circumstances will the Organiser, any government, statutory of regulatory body or agency or their respective director, offices or agents make good or accept responsibility or be liable howsoever in respect of any damage, theft, loss or destruction of the exhibits or any property,

goods or articles or things whatsoever placed, deposited, brought into or left upon the Exhibition premises by the Exhibitor.

- (12) **Insurance policy** - The Exhibitor shall take out and maintain on its own from insurance companies and insurance policy in connection with the Exhibition in such form and for such amount as may be advised by the Organiser from time to time.
- (13) **Loss of damage** - The Organiser shall not be responsible for any loss or damage to the Exhibitor's property caused during moving, transportation or shipment. In such cases, the Exhibitor is still liable to pay the full stand rental and any other amount payable to the Organiser.
- (14) **Limitation of Liability** - (i) The liability of the Organiser (if any) shall under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the total contract price paid by the Exhibitor for the license herein granted. (ii) The person or persons appointed by the Organiser to undertake any official tasks including the Official Contractor and the Official Freight Forwarder are independent contractors and are not agents of the Organiser.
- (15) **Sub-licensing and non-assignment** - (i) This license to participate in the Exhibition is personal to the Exhibitor and is non-transferable. (ii) No licensing or sub-licensing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the stand space or any part thereof. (iii) The Organiser may without the consent or approval of the Exhibitor assign or transfer its rights and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement without the prior approval of the Organiser.
- (16) **Termination** - (i) If in the reasonable opinion of the Organiser, the Exhibitor premises may become unfit for occupancy or if the holding of the Exhibition or the performance of the Organiser of any of the provisions of the Agreement are interfered with by virtue of any cause, this Agreement) or any part thereof) may forthwith be terminated or cancelled by the Organiser without the Organiser being liable in damages or otherwise to the Exhibitor. (ii) This Agreement may be terminated forthwith by the Organiser if, in the Organiser's opinion, when the Exhibitor does not or may be unable to perform or comply with any of its obligations of this Agreement.
- (17) **Revocation** - Upon termination of this Agreement the license granted is revoked and thereupon the Exhibitor shall immediately leave the Exhibition premises and remove all its exhibits.
- (18) **Set-off Clause** - The Organiser may deduct from or set-off against any money due from the Organiser to the Exhibitor any sum which the Exhibitor is liable to pay to the Organiser.
- (19) **Self-help remedies** - The Organiser will have the right to take the following courses of action without any judicial intervention, if necessary at the Exhibitor's expense, against an Exhibitor who acts in contravention of any provision of this Agreement or who fails to comply with a direction given by or on behalf of the Organiser :
a) refuse the Exhibitor and its representatives admission to the Exhibition ; b) close and/or clear the Exhibitor's stand; and
c) take possession of the Exhibits displayed, any goods and anything built or fitted by the Exhibitor.
- (20) **Laws and regulations** - All laws, rules and regulations (including without limitation, traffic, health, fire safety and environmental laws and regulations) imposed by the Organiser or local authorities and agencies or the lessor or the Exhibitor premises must be strictly observed by the Exhibitor.
- (21) **Stamp and other duties** - The Exhibitor shall pay all and any stamp and other taxes or duties (if any), including any interest and penalties, payable on or in connection with this Agreement.
- (22) **Compliance Clause** - The Exhibitor shall, upon the Organiser's written request, forthwith take all necessary action and/or refrain from any further action which is, in the Organiser's view, necessary to comply with any of its obligations and, forthwith provide any necessary information or document to evidence such compliance.
- (23) **Exhibitors' Manual and floor plan** - (i) Further rules and regulations pertaining to the Exhibition can be found in Exhibitor's Manual and other documents issued by the Organiser from time to time. (ii) The Organiser reserves the right to add or amend rules and regulations (having immediate effect) from time to time in relation to any aspect of the Exhibition. (iii) Such rules and regulations whether contained in the Exhibitors' Manual or otherwise shall form part of this Agreement and shall be binding on the Exhibitor.
- (24) **Partial invalidity** - The invalidity or unenforceability or any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- (25) **Remedies and implied Waivers** - No failure or delay on the part of the Organiser to exercise, any right or remedy under this Agreement will operate as a waiver thereof, or will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.
- (26) **Governing law and jurisdiction** - (i) This Agreement shall be governed by, and construed in accordance with the laws of Singapore. (ii) The Exhibitor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Singapore for all purposes in relation to this Agreement and waives any objections on the ground of venue or forum non convenience or on similar grounds.