

A: COMPANY DETAILS

Title: Prof. Dr. Mr Ms Mrs

First Name: _____ Last Name: _____

Position/Job Title: _____

Company/Organisation: HT SRL

Postal Address: VIA MOSCOVA, 13

Country: ITALY Postal/Zip Code: 20121

Telephone: +39-02/2966603 Fax: +39-02/63118946

Email: amministrazione@hackingteam.it Website: _____

B: TO EXHIBIT AT GSA 2013

Please indicate with a tick the National Pavilion you wish to participate in:
 Australia China France Germany Israel Singapore UK USA

Please indicate your preferred Stand No. 1333 (if National Pavilion is selected, please select stand no within the Pavilion)

Please indicate your space requirement (Minimum of 3m x 4m exhibit space) 15 sqm.

Please note that all rates are in SINGAPORE DOLLARS.

Terrace Site	Island / Corner Site
<input type="checkbox"/> Please reserve _____ m ² exhibit space (Space Only - min 24 sqm) at \$6700 per m ²	<input type="checkbox"/> Please reserve _____ m ² exhibit space (Space Only - min 24 sqm) at \$6700 per m ²
<input type="checkbox"/> Please reserve _____ m ² exhibit space (Space & Shell - min 12 sqm) at \$8800 per m ²	<input type="checkbox"/> Please reserve _____ m ² exhibit space (Space & Shell - min 12 sqm) at \$8800 per m ²

* Shell Scheme comprises carpet, walls, fascia board, basic lighting and 13amp power point.

Furniture Packages:

Please tick <input type="checkbox"/> your selection	12m ² & 15m ²	18m ² & 24m ²	27m ² & Above
Suitable for			
Lounge Chair	2	2	4
Coffee Table	1	1	2
Desk	-	1	1
Chair	-	1	1
Lockable Cupboard	1	1	2
Wastepaper Basket	1	1	1
13amp Power point	1	1	1

Enhanced Shell Scheme - Details available in website.

C: REGISTRATION FEE

To cover extra security arrangements, computerised registration systems and company listing in the exhibition catalogue, a flat fee will apply per exhibiting company based on the size of their stand as per the following:

STAND SIZE	RATE
12 m ²	S\$295
13-25 m ²	S\$455
26-49 m ²	S\$620
50-99 m ²	S\$700
100 m ² and above	S\$780

Signature: VAUERIANO BEDESCHI

Date: 28/6/2012

Company Stamp:

HT SRL
 SEDE LEGALE E OPERATIVA:
 VIA MOSCOVA, 13 - MILANO
 PH. 02 29060 603 - FAX 02 63118 946
 P. IVA/C.F. 03924730967

NOTE: All rates and fees are subject to prevailing Goods and Services Tax (GST) at the date of invoicing

KINDLY RETURN THIS FORM TO THE NEAREST OFFICE:

EUROPE / INDIA / MIDDLE EAST
 GSA Exhibitions Pte Ltd
 Contact: Mr Andrew Marriott
 T: +44 (0) 1892 519 462
 F: +44 (0) 1892 618 296
 M: +44 (0) 7799 890 438
 andrewmarriott@globalsecasia.com

ASIA PACIFIC / SINGAPORE
 GSA Exhibitions Pte Ltd
 Contact: Mr Joseph Ong
 T: +65 6392 5328
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 yeowkuen@globalsecasia.com

GLOBAL2013 SECURITY A S I A

International Exhibition & Conference on Counter Terrorism & Security
2-4 April 2013 • Singapore

EXHIBITION PARTICIPATION LICENCE AGREEMENT TERMS & CONDITIONS

1. **Event.** The Event is **GLOBAL SECURITY ASIA 2013 (GSA 2013)** to be held from 2 - 4 April 2013 at SUNTEC Singapore.
2. **Organiser.** The Event is organised by **GSA Exhibitions Pte Ltd ("the Organiser")**, Company Registration No. 200503940G. All rights, power and discretion exercised by its Manager under this Licence Agreement shall be deemed to be carried out as agent on behalf of the Organiser.
3. **Exhibitor.** The exhibitor and its employees and agents, as described in the Space Booking Form, are hereinafter referred to as the **Exhibitor**.
4. **Parties in the Agreement.** The Organiser and the Exhibitor shall collectively be known as the "**Parties**," and each of them a "**Party**".
5. **Licence.** Upon the payment of the full Agreement Price the Exhibitor will have a conditional and revocable licence ("**the Licence**") to occupy the space allocated by the Manager ("**the Allocated Space**") to exhibit the products it has notified the Manager ("**the Exhibiting Products**") for the duration of the Exhibition ("**the Period**") during Show Hours (hereinafter defined). Nothing in this Agreement is intended nor shall be construed as granting to the Exhibitor any lease, tenancy or any other interest in the Allocated Space greater than a licence. In the event that the Manager in its sole discretion extends the deadline for the payment of the full Agreement Price to a later date than that agreed between the Parties, the Exhibitor shall pay interest on such Agreement Price to the Manager at the Manager's prevailing interest rate charged to Exhibitors who are late in making payment.
6. **Allocation of Space.** The determination of the Allocated Space shall be at the sole discretion of the Manager whose decision shall be final. If no Space is available for the Exhibitor, the Manager shall refund to the Exhibitor the Agreement Price received from the Exhibitor without interest and the Organiser and Manager shall not have any liability to the Exhibitor whatsoever. The Manager may from time to time change the Allocated Space to another space of comparable size by giving the Exhibitor three days written notice of such change. The terms of this Agreement shall nevertheless take effect in relation to such other space as if it had been the Allocated Space originally designated by the Manager.
7. **Occupancy of Space.** Exhibitor must have paid in full before the Exhibitor will be permitted to install its display. The actual occupancy of the space taken by the Exhibitor is of the essence of this Licence. If Exhibitor does not occupy such space, the Manager is authorised to occupy such space or to cause such space to be occupied as the Manager deems in its absolute discretion without in any way releasing the Exhibitor from any liability hereunder. No firm or organisation not assigned Exhibit Space will be permitted to solicit business within the Exhibit Areas.

Exhibitor's Initial: _____



8. **Allocation Space Exceeded.** The Manager reserves the right to charge the Exhibitor for any space used by the Exhibitor in excess of the Allocated Space. If the Exhibitor fails to pay the said cost of the excess space used, the Manager shall remove and dispose of any property of the Exhibitor on the excess space and the Exhibitor shall indemnify the Manager for all costs incurred for such removal and disposal.
9. **Exhibiting Products.** Exhibiting products shall be limited to materials, products or services of specific interest to registrants of the Exhibition. The Manager reserves the right to determine the eligibility of any material, product or service or advertisement for exhibition and to limit the number of principals represented by the Exhibitor in an Allocated Space. The Exhibitor shall not exhibit any goods at the Allocated Space other than the Exhibiting Products.
10. **Dates/Duration of Exhibition.** The Exhibitor hereby acknowledges that the Manager and the Organiser shall have the right, in its absolute discretion, to change or delay the dates or duration of the Exhibition at any time by serving on the Exhibitor a 14-day notice in writing without being liable to the Exhibitor for any damages or claims whatsoever. For the avoidance of doubts, with the exception of cancellation of the Exhibition, no refunds of any deposit, payment or part payment shall be given to the Exhibitor for any change or delay in the dates or duration of the Exhibition pursuant to this clause.
11. **Warranty.** The Exhibitor represents, warrants and undertakes to the Organiser and the Manager that
- it is entering into this Agreement as principal and not as an agent or nominee of any third party;
 - the Exhibiting Products do not infringe any patent, trademark, copyright and other intellectual property right of any party and so far as the Exhibitor is aware, no claims of such infringement have been made nor is the Exhibitor the subject of any litigation actual or threatened; and
 - it has full power and capacity to enter into and perform this Agreement and that this Agreement when executed will constitute legal, valid, binding and enforceable obligations of the Exhibitor.
- The Exhibitor agrees that in the event of any breach of the representations, warranties and undertakings herein contained in this Agreement, the Licence may be revoked by the Manager and this Agreement shall be terminated (without the Manager or the Organiser being liable for any damages or claims whatsoever and without prejudice to the Manager's or the Organiser's rights and remedies hereunder) and the Exhibitor shall indemnify and keep the Organiser and Manager fully indemnified against any or all costs, claims, demands, losses, liabilities, charges, actions and expenses.
12. **Booking, Payment, Cancellation & Withdrawal Policy.** In order to book booth space, a non-refundable booking deposit is required. Once the Exhibitor's application has been received and the exhibit space has been allocated, the Exhibitor is legally contracted to the exhibit space. The Exhibitor, by giving notice of intention in writing, may cancel from the Exhibition, provided that the Exhibitor shall be liable for and Manager shall be entitled to collect and/or retain any sums relating to that part of the Exhibition fees which have already fallen due for payment as stated in the Payment Schedule below at the date such notice of cancellation is received by the Manager:
- **Non-refundable Booking Deposit - 10% of Contract Price**
 - **Bookings Six (6) months prior to the Exhibition i.e. BEFORE 2 October 2012 - 50% of Contract Price**
 - **Bookings Three (3) months prior to the Exhibition i.e. BEFORE 2 January 2013 - 85% of Contract Price**
 - **Bookings Less than Three (3) months prior to the Exhibition i.e. AFTER 1 January 2013 100% of Contract Price**

Exhibitor's Initial: _____

- 13. Reduction Policy.** The Exhibitor must notify the Manager in writing if the Exhibitor wishes to reduce the size of the Exhibition Space. The Manager may treat the booking as cancelled if the reduction represents more than half the original space booked or if notification is 120 days or less before the commencement of the Exhibition. Except as stated above, the Manager will accept notification of reduction to the Exhibition Space and will charge for the remaining space booked on the basis of the proportion between the space remaining and the Exhibition Space originally booked. The Manager reserves the right to treat the portion of space no longer required as having been cancelled and dependent on the date of the Exhibitor's written request, the Exhibitor shall remain liable to pay the corresponding percentage of that portion of the total cost attributable to the cancelled space. The Manager shall decide, in its absolute discretion, which part of the space originally booked has been cancelled and which part remains subject to the booking.
- 14. Default in Occupation.** If the Exhibitor's booth is not occupied by the time stipulated in the Exhibitor Manual for completion of installation of displays, such space may be possessed by the Manager for any purpose it may see fit.
- 15. Termination.** The Manager may by notice in writing to the Exhibitor terminate the Licence immediately if:
- a. The Exhibitor is in breach of any of the terms of this Agreement under this Licence, including without limitation any Exhibition rule or regulation, the Manager may, without notice, terminate this Licence. In the event of such termination, the Manager may thereupon direct the Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space licenced and from the Exhibition Hall. In addition, the Manager shall have the right to collect from the Exhibitor on demand the full amount of the fees payable to the Manager as of the date of termination, as well as the right to pursue any other remedy afforded it by law or in equity.
 - b. The Manager reasonably considers that the Exhibitor is carrying on activities in a manner prejudicial to the business of other exhibitors within the Hall or of such standard that it detracts from the character and/or quality of the Exhibition and the businesses of the other exhibitors;
 - c. The Hall shall become, in the opinion of the Manager, unfit for occupancy;
 - d. The landlord or the head landlord of the Hall refuses consent to the granting of this Licence or subsequently requires its termination or lawfully requires possession of the Hall;
 - e. In the Manager's opinion the Exhibitor does not or is unable to perform or comply with any of its obligations under this Agreement, whereupon this Agreement may forthwith be terminated or cancelled by the Manager without the Organiser or the Manager being liable in damages or otherwise to the Exhibitor but without prejudice to any antecedent claim or breach under this Agreement; and
 - f. In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation or having a Receiver or Administrator appointed in the respect of any of its assets.
- 16. Revocation.** Upon termination of this Agreement the License granted is revoked and thereupon the Exhibitor shall immediately leave the Hall and remove all its Exhibiting Products and leave the Allocated Space clean and in a state of good repair. If the Exhibitor fails to do so, the Manager may remove any property left behind in the Hall by the Exhibitor, sell such property as agent of the Exhibitor and retain proceeds of sale of such property, provided that the Exhibitor collects the same within 7 days. Notwithstanding the above, the Exhibitor shall pay the Manager's charges for storing the property and

Exhibitor's Initial: _____

shall indemnify the Manager against all costs and expense 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.

17. **Force Majeure.** The Organiser and the Manager will not be responsible for delays, damage, loss, increased costs or other unfavourable conditions arising by virtue of any cause not within the control of the Organiser or the Manager. If as the result of this, the Exhibitor or the Organiser or the Manager is unable to perform any of its obligations under this Agreement, this Agreement shall be terminated and the Organiser and the Manager shall not be liable to the Exhibitor in any way and all monies paid shall not be refunded. For purposes hereof, the phrase "cause not within the control of the Organiser or the Manager" shall include fire, flood, earthquake or other natural disasters, epidemic, explosion or accident, blockade, embargo, governmental restraints, restraints or orders of civil defence or military authorities, act of public enemy, terrorist activities, riot or civil disturbance, strike, lockout, visitor boycott, low visitor attendance numbers, protest, or other labour dispute or disturbance, and any other circumstances beyond the reasonable control of the Organiser or the Manager. The non-performance of this Agreement under this clause shall not be deemed a breach or violation of the terms of this Agreement.
18. **Severance.** If any term in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed to no longer form any part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected provided that if the Manager at its discretion decides that the effect of such severance is to defeat the original intention of the parties, the Manager shall be entitled to terminate this Agreement by giving thirty (30) days' written notice to the Exhibitor without prejudice to the rights and remedies of each Party against the other in respect of any antecedent breach under this Agreement .
19. **Sub-licensing/Booth Usage.** The Exhibitor shall not assign, sub-let or otherwise permit any person to occupy the Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this Licence. The Exhibitor may not exhibit, offer for sale, give as a premium or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of the Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint or other identification which in standard practice appears normally on them. The Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting the Exhibitor's products or services and shall not be used for other business purposes. Rulings of the Manager in its absolute discretion shall in all instances be final with regard to use of any exhibit space.
20. **Admission.** The Exhibition shall be open to the Exhibitor, its authorised personnel and adults affiliated with the industry served by the Exhibition. No person under 18 years of age will be permitted on the Exhibition floor at any time, regardless of affiliation or circumstances. Proof of age will be required during the Period ("the Show Hours"). The Exhibitor acknowledges that a nominal admission fee may be charged by the Manager. Notwithstanding the above, the Manager reserves the right to refuse admission to any person at its sole discretion and to make revisions to the Show Hours from time to time.

Exhibitor's Initial: _____

B

21. **Stand-fitting Services.** The Exhibitor shall fit out and equip the Allocated Space ("Stand fitting Works") in accordance with the requirements of the Manager and shall bear the cost of all Stand-fitting Works. For Products under the Shell Scheme, Stand-fitting Works shall be carried out by the Official Stand-fitting Contractor. Stand-fitting Works for all other Products may be carried out by either the Official Stand-fitting Contractor or a Contractor of the Exhibitor's choice provided that such Contractor has been approved by the Manager in writing and has provided the Manager with a security deposit in such form and of such value as the Manager shall at its discretion decide. All exhibits shall be ready by the opening hour of the Exhibition. Any expense incurred from reconfiguring exhibits to meet the opening deadline will be the responsibility of the Exhibitor's.
22. **Electrical Works and Electricity Supply.** No structural or electrical work shall be undertaken except upon the prior written consent of the Manager and carried out by an Official Electrical Agreement or appointed by the Manager as described in the Exhibitor Manual. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances and Underwriters' Rules.
23. **Safety, Fire, Health and Other Laws.** All fire, safety, health and other laws, rules and regulations and any other obligations imposed by the Manager, the competent authorities and agencies or the lessor of the Hall upon the Exhibitor shall be observed and complied with by the Exhibitor at the Exhibitor's expense. Cloth decorations must be flameproof. Smoking in the stands is forbidden. Crowding will be restricted and aisles and fire exits must not be blocked by exhibits.
24. **Prohibited Products.** No live military equipment, including munitions, aircraft armament, small arms ammunition and explosives, weapon systems, tactical missiles, rockets, and such items as may be prohibited by the Manager from time to time shall be brought into the Hall. Any waiver to these restrictions has to be requested not less than 3 months prior to the show opening.
25. **Regulatory Approval.** The Exhibitor is solely responsible for ensuring that all governmental, statutory and other regulatory approval required for the Products (and its display) and the Exhibitor's participation in the Exhibition shall have been obtained prior to the date of the Exhibition.
26. **Right to Reject or Prohibit.** The Manager may reject, restrict or prohibit the display of the Exhibiting Product, or the entry of the Exhibitor or its representatives into the Hall. Provided that if no cause is given by the Manager for such an order, the maximum liability, if any, of the Organiser or the Manager shall be the refund to the Exhibitor of a sum not exceeding the pro-rata amount of the Agreement Price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of such restriction or prohibition.
27. **Right of Possession.** The Exhibitor hereby grants to the Organiser and the Manager, for purposes of ensuring the due performance by the Exhibitor of its obligations under this Agreement, the right to take possession of all property of the Exhibitor, including the Products in the Hall.
28. **Liability Limitation.** The liability, if any, of the Organiser shall under no circumstances exceed the amount of the total Agreement Price paid by the Exhibitor for the Licence herein granted. All persons appointed by the Manager to undertake any official tasks including the Official Stand fitting Contractor

Exhibitor's Initial: _____



and the Official Electrical Contractor are independent Contractors and are not agents of the Organiser. The Organiser makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.

29. **Liability and Risks.** The Exhibitor shall indemnify fully and effectively the Organiser and the Manager and their respective shareholders and the lessor of the exhibition hall ("the Hall") against any or all costs, claims, demands, losses (including indirect and consequential losses), liabilities, charges, actions and expenses relating to or arising from the use of the Allocated Space, or as a result of any breach of any of the undertakings or obligations of the Exhibitor and its authorised persons under this Agreement. The Exhibitor's aforesaid indemnity shall include:

- a. Any loss, damage or injury howsoever caused to any persons or property by the Exhibitor, its authorised Personnel or the Products;
- b. Any loss, damage or injury howsoever caused including all direct or consequential loss or damage, to the Exhibitor's employees or agents, or the Products notwithstanding that such loss, damage or injury may arise from or be due to any defect in the Hall or the neglect or default of the Manager or its servants or agents or Contractors (including but not limited to Official Stand fitting Contractor); and
- c. Any errors or omissions in Exhibitor's Show Directory listings or in any promotional material.

30. **Governing Law and Jurisdiction.** The construction, validity and performance of this Agreement shall be governed by the laws of Singapore. Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts in Singapore and waives any objections to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

31. **Taxes.** The Exhibitor agrees that all payments or consideration made pursuant to this Agreement are exclusive of any Goods and Services Tax, Value-added Tax or Sales Tax levied by the relevant Government Authorities which shall where payable, be borne fully by the Exhibitor.

32. **Net of Taxes.** All payments due under this Agreement to the Manager by the Exhibitor shall be net of all taxes that may be levied by any government from time to time. To the extent that the Exhibitor is required to deduct or withhold any tax for any reason, the Exhibitor shall pay such additional amounts as is necessary to ensure that the Manager receives and retains a net sum of what it would receive had there been no such deduction or withholding required or made. The Exhibitor shall pay all required taxes to the tax authorities and obtain certificates from them evidencing payments of such taxes and forward the same to the Manager within 15 days of receipt of the said certificates. In the event that any interest or penalties are levied in respect of such tax payments by the tax authorities, the same shall be solely paid by the Exhibitor. Taxes as used herein, shall mean any present or future taxes, assessments or other governmental charges or taxes on income, capital gains, know-how, goodwill, payroll, property, sales, value-added tax, import duties, excise or other assessments by any taxing authority of any jurisdiction.

33. **Obstruction of Aisles or Booths.** The Exhibitor shall ensure that no demonstration or activity that results in obstruction of aisles or prevents ready access to nearby Exhibitors' booths occur during the Period.

Exhibitor's Initial: _____

34. **Booth Representatives.** Booth representatives shall be restricted to Exhibitor's employees and their authorised representatives. All booths must be staffed by the Exhibitor during all hours the show is open.
35. **Exhibitor Conduct.** Retail sales are absolutely prohibited during the Exhibition. Infraction of this rule will result in the Exhibitor's booth being repossessed by the Manager. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc. or other sales or sales promotion activities must be conducted by the Exhibitor only from within its booth. The distribution of any articles that interfere with the activities of, or obstructs access to, neighboring booths, or that obstructs aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by the Exhibitor in its product or service may be distributed except by written permission of the Manager. In no event shall the Exhibitor use its booth to promote any other exhibition or conference. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other exhibitor or any visitor which, in the opinion of the Manager, interferes with the right of others or exposes them to annoyance or danger, may in its absolute discretion be prohibited by the Manager.
36. **Personnel and Attire.** The Manager reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other exhibitors and the Exhibition. No scanty or excessively revealing attire will be permitted.
37. **Damage to Property.** The Exhibitor is liable for any damage it causes to building floors, walls or columns, or to standard booth equipment or to other exhibitors' property. The Exhibitor may not apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.
38. **Insurance Policy.** The Exhibitor shall effect and maintain insurance with an insurer approved by the Manager in such form and for such amount as may be required by the Manager from time to time and shall cause the Organiser, the Manager and the lessor of the exhibition hall ("the Hall") to be named as joint insured under such insurance policies. In particular, the Exhibitor is advised to see that its regular company insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance. The Exhibitor shall punctually pay all premiums, costs and disbursements in respect of such insurance policy and to provide evidence of such payment upon demand failing which the Manager may effect such insurance and pay the insurance premiums, costs and disbursements and all monies so expended shall on demand be repaid to the Manager by the Exhibitor. The Exhibitor shall not do or permit or suffer to be done anything to cause such insurance policies to be rendered void or voidable, or the rate of premium thereon to be increased. In such an event the Exhibitor shall make good all loss or damage suffered by the Organiser and Manager and shall repay to the Organiser and the Manager all sums paid by way of increased premiums and all expenses incurred by the Manager in the renewal of such policy or policies as a result of this clause by the Exhibitor without prejudice to any other rights of the Organiser and Manager.
39. **Losses.** The Manager shall not be responsible for loss of or damage to displays or goods belonging to the Exhibitor for any reason whatsoever. All such items brought to the Exhibition are displayed at the Exhibitor's own risk, and should be safeguarded at all times. The Manager will provide the security services during the period of build-up, show and tear-down, and the Exhibitor agrees that the provision

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of such services constitutes adequate discharge of all obligations of the Manager to supervise and protect the Exhibitor's property with the Exhibition. The Exhibitor may furnish additional guards if he deems a requirement to do so or shall do so when required by the Police at its own expense through the official security provider. If its exhibit fails to arrive, the Exhibitor is nevertheless responsible for the full Exhibit Space cost. The Exhibitor is advised to insure against these risks.

40. **Photography.** The Exhibitor is allowed to photograph its exhibit only. The photographic rights for the Exhibition are reserved to the Organiser.

41. **Noise Level.** The Exhibitor must ensure that mechanical or electrical devices which produce noise are operated so as not to disturb other exhibitors. The Manager reserves the right to determine the placement and acceptable noise level of all such devices.

42. **Advertising Matter.** The Manager may prohibit the distribution of any advertising material for any reason whatsoever. Any form of advertisement by the Exhibitor is strictly limited to the Exhibitor's Allocated Space. Exhibitors are prohibited from hanging banners from the ceiling unless they have paid the Manager the relevant advertisement cost for the said banners. The Organiser shall issue a press release in relation to the Exhibition and undertake any form of advertisement for the Exhibition as it may decide at its sole discretion. Exhibitors are permitted to hold promotions for their exhibits during the Exhibition provided that they have obtained the Manager's prior written approval in respect of the scope and duration of such promotions, which approval shall not be unreasonably withheld. All advertisements with signed insertion orders are non-cancellable and non-refundable. In the event of cancellation, the Exhibitor shall be responsible for full payment. The Manager reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by the Manager. The Manager has the right to offer new products or positions throughout the show cycle that may not be listed on this Licence Agreement.

43. **Tear Down of Stands.** All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down exhibits prior to the official closing hour of the Exhibition can result in a refusal by the Manager to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. If Exhibitor fails to remove its exhibit in the allotted time, the Manager reserves the right, at the Exhibitor's expense, to ship the exhibit through a carrier of the Manager's choosing or to place the exhibit in a storage warehouse subject to the Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to the Manager.

44. **Exhibitor's Manual and Floor Plan.** Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor's Manual and other documents supplied by the Manager from time to time. The Manager may at any time and from time to time make further rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Agreement, and shall be binding on the Exhibitor. The Manager shall be entitled to and may, from time to time, change the exhibit floor plan. In the event of a conflict between the clauses herein and those set out in the Exhibitor's Manual, the Exhibition Rules and Regulations shall take precedence.

Exhibitor's Initial: _____



45. **Remedies and Implied Waivers.** No failure or delay on the part of the Manager or the Organiser to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor 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 by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
46. **Off-Set Clause.** The Organiser and/or the Manager may deduct from or off-set against any money due or becoming due at any time from the Organiser or the Manager to the Exhibitor, under this or any other Agreement between the Exhibitor and the Organiser or the Manager or their related companies.
47. **Compliance Clause.** The Exhibitor shall comply with all conditions, rules and regulations prescribed by the Manager or the Organiser governing the use of the Allocated Space and the Hall and shall, upon the Manager's written request, forthwith take all necessary action and/or refrain from any further action which is, in the Manager's view, necessary to comply with any of its obligation and, forthwith provide any necessary information or document to evidence such compliance.
48. **Assignment Clause.** The Organiser and/or the Manager may assign or transfer or deal with its rights and obligations under this Agreement. The Exhibitor may not assign or transfer or deal with any of its rights or obligations under this Agreement, nor to suffer or permit any other person or company to have the use of the Allocated Space.
49. **Amendment Clause.** The rules and regulations herein shall be amended by the Manager from time to time after giving 7 days' prior written notice to the Exhibitor.
50. **Notices.** Any notice to be served on each Party shall be sent by prepaid recorded delivery or registered post to the address of the relevant Party shown in the Booking Form by facsimile transmission or by electronic mail or by telex 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 or by telex to the correct facsimile number or electronic mail number of the addressee (with correct answerback).
51. **Headings.** The headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Agreement nor in any way affect this Agreement.
52. **No Third Party Benefit.** Nothing shall be deemed to confer any right to enforce any term of this Agreement on anyone not a party to this Agreement. This Agreement shall not be construed in any respect to be an Agreement or agreement in whole or in part binding upon anyone not a party to this Agreement.
53. **Collection of Payments.** The Exhibitor is to observe and comply with the Payment Schedule as stipulated in Clause 12 and all payments must be made in full and cleared funds must be received by the Organiser before the commencement of the build-up to the Exhibition. If payment terms are not met, the Manager/Organiser shall be entitled to terminate this Agreement forthwith and forfeit all sums paid by the Exhibitor. The Exhibitor will not be permitted access to the Exhibition Hall to start work on his stand

Exhibitor's Initial: _____



or attend the Exhibition until his account has been paid in full. The Manager also reserves the right not to allow the Exhibitor to occupy his space or stand unless full payment is received, and any money owed during the duration of the show for any service offered by the Organiser can also result in the Organiser impounding the freight of any Company owing money to the Organiser. All cheque payments, credit transfers or electronic transfers must be made to the following bank account:

- **BY TELEGRAPHIC TRANSFER IN SINGAPORE DOLLARS**

Account Name: **GSA Exhibitions Pte Ltd**

Account No : **147-129969-001**

Bank Name: **The Hongkong and Shanghai Banking Corporation Limited**

Bank Address: **21 Collyer Quay #01-01 HSBC Building, Singapore 049320**

Swift Code: **HSBCSGSG**

- **BY CHEQUE IN SINGAPORE DOLLARS**

The Cheque is to be made out in the name of "GSA Exhibitions Pte Ltd" and sent to:

GSA Exhibitions Pte Ltd

7500A Beach Road,

#12-323, The Plaza,

Singapore 199591

54. **Interests on Late Payment of Fees.** The Exhibitor agrees to pay interest at a rate of 1% per month (12% per annum), or the maximum allowable by law, on all past due balances to the Manager. The Exhibitor further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorney's fees, expenses and related charges.

55. **Entire Agreement.** This Agreement supersedes all prior agreements, arrangements and understandings between the parties whether written or oral relating to the subject matter hereof. No amendment to this Agreement shall be binding upon the parties unless made in writing and signed by both parties.

56. **Confidentiality.** The Exhibitor shall not disclose to any person any information in any form (including analyses, compilations, forecasts, studies, research, data, photographs, drawings, specifications, designs and software programs) provided by the Manager under this Agreement without the prior written consent of the Manager. Notwithstanding this, the Exhibitor may disclose such information to:

- a. Its agents, servants or Contractors on a need to know basis Provided that such agents, servants and Contractors are first subject to the same confidentiality restrictions contained herein; and
- b. Any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which requires disclosure, Provided that:
 - i. if the Exhibitor, its agents, servants or Contractors shall become compelled by law to disclose such information, such party will immediately notify the Manager in writing of that fact so that the Manager may, if it wishes, seek to prevent that disclosure;
 - ii. If the Exhibitor, its agents, servants and Contractors shall take such steps as the Manager shall require to prevent or minimise the scope of any disclosure; and
 - iii. In any case, if the Exhibitor, its agents servants or Contractors are compelled to make disclosure, they shall disclose only that portion of the relevant information which must be disclosed; or

Exhibitor's Initial: _____



c. Any other person to the extent such disclosure shall either already be known to such person not due to a breach of this clause or is a matter of public knowledge.
The provisions of this clause shall remain in full force and effect notwithstanding the termination or expiry of this Agreement for whatever reason.

ON BEHALF OF THE ORGANISERS

Signature: _____
Name: _____
Designation : _____
Date : _____

Company Stamp

ON BEHALF OF THE EXHIBITOR

This document must be signed by a Director or duly authorised Executive.

Signature: _____
Name: VALERIANO BENESCHI
Designation : LEGAL REPRESENTATIVE
Date : 23/06/2012

Company Stamp

HT Srl
SEDE LEGALE E OPERATIVA:
VIA MOSCOVA, 13 - MILANO
PH. 02 29060 603 - FAX 02 63118 946
P. IVA/C.F. 03924730967

Exhibitor's Initial: _____
