

## DSEI 2015 Exhibition Space Contract

Clanion Defence (UK) Ltd (The Organiser)

DSEI Exhibit Reservations, Fulham Green, 69 - 79 Fulham High Street, London, SW6 3JW

Tel: +44 (0) 207 384 7770

Fax: +44 (0) 207 384 7773

### EXHIBITOR

#### COMPANY/ORGANISATION NAME:

HT SRL  
Via della Moscova 13  
I -20121 Milano  
Milan  
Italy

#### CONTACT:

Mrs Lucia Rana  
Tel: +39 02 29060603  
Fax: +39 02 63118946  
E-Mail: l.rana@hackingteaam.com

### A. COMPLIANCE AND ELIGIBILITY TO EXHIBIT

#### A. UK Export Control Act 2002

This act covers the exportation of goods, the transfer of technology, the provision of technical assistance overseas and activities connected with trade in controlled goods. Exhibitors whose activities may be impacted by this Act and associated control orders are to ensure they have the necessary licenses and mechanisms in place. Further information can be found at:

<http://www.berr.gov.uk/whatwedo/europeandtrade/strategic-export-control/legislation/export-controlact-2002/eca-2002-guidance/index.html>

#### B. Equipment, Services and documentation exhibited or promoted.

1. Equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed, must comply with UK Law and the UK's international undertakings, EU/UN Law and EU/UN international undertakings.

2. The following equipment and services are prohibited at DSEI:

a. Restraints specifically designed for restraining human beings, as follows:

i. Leg irons, gang chains, shackles(1) and individual cuffs or shackle bracelets except those that are ordinary hand cuffs(2)

ii. Restraint chairs unless designed for disabled persons

iii. Thumb cuffs and thumbscrews including serrated thumb cuffs

iv. Electric shock belts(3)

b. Portable devices designed or modified for the purpose of riot control or self-protection by the administration of an electric shock, including electric-shock batons, electric-shock shield, stun guns and electric shock dart guns(4) (including Tasers) and components specifically designed or modified for such purposes.

c. Landmines, anti-personnel mines and anti-material cartridges.

d. All cluster and non-unitary munitions with the exception of those specified in paragraph 3 below.

3. The only non-unitary munitions permitted to be promoted or displayed at DSEI are those which comply with the provisions of the Oslo Accord. Specifically they must have all of the following characteristics:

a. each munition contains fewer than ten explosive sub-munitions.

b. each explosive sub-munition weighs more than four kilograms.

c. each explosive sub-munition is designed to detect and engage a single target object.

d. each explosive sub-munition is equipped with an electronic self-destruction mechanism.

e. each explosive sub-munition is equipped with an electronic self-deactivating feature.

All other non-unitary munitions, explosive sub-munitions and explosive bomblets, together with components specifically designed for such cluster munitions(5), explosive sub-munitions(6) or explosive bomblets(7) are prohibited. This exclusion does not, however, apply to conventional munitions which are designed to dispense flares, smoke, pyrotechnics or chaff, electrical or electronic effects or which are designed exclusively for an air defence role.

#### Definitions:

1. Shackles designed for restraining human beings having an overall dimension including chain when measured from the outer edge of one cuff to the outer edge of the other cuff of between 240mm and 280mm when locked.

2. Ordinary handcuffs are handcuffs which have a dimension, including chain, measured from the outer edge of one cuff to the outer edge of the other cuff of between 150mm and 240mm when locked and which have not been modified to cause physical pain or suffering.

3. Electric-shock belts designed for restraining human beings by the administration of an electric shock.

4. All electric-shock dart guns.

5. Cluster munitions means conventional munitions designed to disperse or release explosive sub-munitions.

6. Explosive sub-munitions means conventional munitions, weighing less than 20 kilograms each, which, in order to perform their task, are dispersed or released from another conventional munition and which are designed to function by detonating an explosive charge prior to, on or after impact. The Organisers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.

7. Explosive bomblets means conventional munitions, weighing less than 20 kilograms each, which are not self-propelled and which, in order to perform their task, are specifically designed to be dispersed or released by a dispenser affixed to an aircraft, and are designed to function by detonating an explosive charge prior to, on or after impact.

#### Footnotes :

1. Compliance audits will take place before and throughout DSEI to ensure that equipment, services, documentation and all other forms of visual promotion and display exhibited comply with the above-mentioned undertakings.

2. Exhibitors promoting or exhibiting prohibited items, either overtly or covertly during the exhibition, will be in breach of their contract with the organisers and will forfeit their right to exhibit at DSEI. The Organisers will take appropriate action which may involve the removal of equipment, documentation and/or visual promotional material from the stand into safe custody. The stand may be closed immediately and the exhibitor will have no claim for redress against the Organisers, nor any refund for loss of fees.

3. Exhibitors will not be permitted to exhibit if their sole or predominant aim is to import for immediate resale.

4. The Organisers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.

#### C. Dangerous exhibits, prohibited weapons, firearms & hazardous equipment.

Any exhibitor, who, by way of trade or business, manufacturers, sells, transfers, repairs, tests or proves or exposes for sale or transfer or has in his possession for sale, repair, test or proof any firearm or ammunition to which Sections 1 and 5 of the Great Britain Firearms Act 1968 (as amended) apply, must first obtain a Metropolitan Police Service Registered Firearms Dealer Certificate to cover their temporary exhibiting activities at ExCeL. In addition, any exhibitor who has in his possession or purchases or acquires, or manufactures sells or transfers any firearm and ammunition to which Section 5 of the Act applies also requires a separate authority issued by the Home Office to cover their activities at ExCeL (full details will be issued with the exhibitors' handbook). Failure to obtain a Registered Firearms Dealer certificate and Section 5 authority, as applicable, prior to arrival in the UK will preclude an exhibitor from exhibiting. Any exhibitor who attempts to exhibit or sell any firearm or ammunition without the appropriate certificate and authority will be liable to prosecution.

#### D. Exhibitor Registration & Accreditation.

All personnel attending DSEI, including exhibitors' stand personnel, representatives, guests, contractors/subcontractors (stand build and services) and security personnel who will be working on stands and hospitality areas, must be pre-registered to attend DSEI. It is the responsibility of the exhibitor to check the bonafides of all personnel that they register to attend DSEI. All exhibitors must inform the Organisers of any private security officers or security officers from their own company who may be onsite during DSEI. The exhibitor takes responsibility for the bonafides of such security officers, including Security Industry Association licensing checks, where applicable. Security Officers employed by exhibitors have jurisdiction on their tenancy areas only and are not permitted to carry out any duties elsewhere within ExCeL. Information regarding exhibitors' security and licensing is to be provided to the Organisers on request. Security Officers and Police Officers employed by the Organisers and Organisers Security Management have primacy in all matters concerning breaches of security and have right of access to all tenancy areas.

**SUMMARY OF ORDER**

Scheme	Qty	Rate/SQM	Net	Total Due
Stand N7-188 Elite Shell-Stage 3	12.0 sq.m	640.00	7,680.00	7,680.00
Insurance Arrangement Fee	1	190.00		190.00
Registration fee 0 sqm - 20 sqm	1	300.00		300.00
Enhanced Internet Listing	1	250.00		250.00
Corner Site Fee	1	200.00		200.00
			Total	8,620.00
			VAT @ 0.0 % *	0.00
			Gross	8,620.00 GBP

**\* Subject to changes beyond our control**

**B. COMMENCEMENT OF CONTRACT**

Date	% Due	inc.VAT
Deposit	75.00	6,700.00
01-04-2015	25.00	1,920.00

It is possible to Bank Transfer direct into our account to the following detail:

Account Name: Clarion Events Ltd.  
National Westminster Bank  
Earls Court Branch, 195 Earls Court Road, London SW5 9AB  
Account Number: 19118287  
Sort Code: 60-07-14  
SWIFT Code: NWBKGB 2L  
IBAN Code: GB96 NWBK 6007 1419 1182 87

The Exhibitor's offer to exhibit is made on receipt by the Organiser of the signed Exhibition Space Contract. The Organiser's acceptance is made upon dispatch of the contract countersigned by the Organisers.

<b>GBP (£) AccountNo:19118287</b> <b>Sort Code:60-07-14</b> <b>IBAN : GB96 NWBK 6007 1419 1182 87</b> <b>Swift: NWBK GB 2L</b>	<b>Euro (€) Account No:550-00-45266603</b> <b>Sort Code:60-07-14</b> <b>IBAN:GB82 NWBK 6072 1145 2666 03</b> <b>Swift: NWBK GB 2L</b>	<b>USD (\$) Account No: 140-00-45266727</b> <b>Sort Code:60-07-14</b> <b>IBAN:GB15 NWBK 6073 0145 2667 27</b> <b>Swift: NWBK GB 2L</b>
---	--	---

**C. PAYMENT TERMS**

The first payment of 25% of Space Rental, along with full registration, corner and insurance fees, will be invoiced on booking and is due immediately.

The second payment of 25% of Space Rental will be invoiced with payment due 1 June 2014.

The third payment of 25% of Space Rental will be invoiced with payment due 1 January 2015.

The final payment of 25% of Space Rental will be invoiced with payment due 1 April 2015.

Exhibitors booking space after 1 May 2014 will be initially invoiced for 50% of Rental along with full registration, corner and insurance fees.

Exhibitors booking space after 1 December 2014 will be initially invoiced for 75% of Rental along with full registration, corner and insurance fees.

Exhibitors booking space after 1 March 2015 will be initially invoiced for 100% of Rental along with full registration, corner and insurance fees.

Day Hire Suites and meeting rooms will be invoiced at 100% on booking.

All contracted opportunities across DSEI 2015 including Space Rental, Add-ons, Sponsorship and any invoiced fees require full payment prior to the 14th of September 2015.

**D. CANCELLATION AND REDUCTION TERMS AND CHARGES**

The organiser retains the right to cancel any Exhibitor's participation with immediate effect should the payment terms be breached.

An Exhibitor wishing to cancel or reduce a confirmed stand reservation may do so only by written notice to the Organiser, and the following charges will apply: If cancelled/reduced prior to 1 April 2014 25% of Rental will be retained or invoiced as a cancellation fee if unpaid. If cancelled/reduced prior to 1 September 2014 50% of Rental will be retained or invoiced as a cancellation fee if unpaid. If cancelled/reduced prior to 1 March 2015 75% of Rental will be retained or invoiced as a cancellation fee if unpaid. If cancelled/reduced after 1 March 2015 100% of Rental will be retained or invoiced as a cancellation fee if unpaid. Cancellation shall be deemed to take place on the day of receipt and acceptance by the Organiser of written notification from the Exhibitor.

**E. INCORPORATION OF RULES AND REGULATIONS**

By signing this exhibition space contract the exhibitor accepts without reservation the terms set out in this contract and terms & conditions document which have been received, read and understood and agrees to accept the Rules & Regulations in EZONE any subsequent reasonable amendments or instructions issued by the Organiser.

**EXHIBITION SPACE CONTRACT TO BE SIGNED ON BEHALF OF THE EXHIBITOR; COUNTERSIGNED BY AN AUTHORISED REPRESENTATIVE FROM DSEI**

We agree to comply with the Exhibition Space Contract and the Terms & Conditions below and the EZONE, all of which are incorporated into this contract. We also agree to comply with the statements on compliance and eligibility to exhibit as described in Section A. We will provide a copy of this contract to all participants sharing a pavilion or our stand and will ensure that they comply with the terms of this contract.

SIGNATURE: *Gravels* PRINT: **RUSSO GIANCARLO**  
Via Moscova, 13 - 20121 Milano  
P.IVA/C.F. 03924730967  
www.hackingteam.it

POSITION: *CEO* DATE: *14/11/2014*  
COUNTERSIGNED BY AN AUTHORISED REPRESENTATIVE FROM CLARION DEFENCE (UK) LIMITED:

SIGNATURE: *Gravels* PRINT: **HT Srl**  
Via Moscova, 13 - 20121 Milano  
P.IVA/C.F. 03924730967  
www.hackingteam.it

# DSEI 2015 TERMS & CONDITIONS

## A. COMPLIANCE AND ELIGIBILITY TO EXHIBIT

All exhibitors at DSEI will be subject to the UK Export Control Act 2002 and the Export Control Order 2008 - which is secondary legislation under the Act that came into force on 6 April 2009. The Export Control Organisation (ECO), part of the Department for Business, Innovation & Skills (BIS) are the UK government department responsible for licensing and controlling the export of strategic goods and technology, including all items specially designed or modified for military use, and many types of paramilitary goods. The Organisers of DSEI work with and act in support of ECO to ensure that all exhibitors are exhibiting in compliance with relevant UK, EU and International legislation.

The controls encompass export from the UK, and also certain UK involvement in movements of these goods between overseas countries where the deal is made in the UK or by a UK person based overseas. It is important that your organization is aware of all current UK trade controls and whether they affect your business prior to exhibiting at DSEI. Breach of any aspect of UK trade controls will be treated as breach of DSEI's terms and conditions regarding Compliance and Eligibility to Exhibit.

The promotion of Category A items is prohibited at all Clarion Defence & Security Events. This restriction applies to all forms of promotion, including the distribution of brochures or other promotional material from your stand which features images or details of any category A goods, even if your company does not intend to market these goods at the event.

Category A goods include:

Goods banned by the EU because of evidence of their use in torture

Restraints specially designed for restraining human beings.

Riot control or self-protection devices designed or modified to administer an electric shock.

Certain cluster munitions, including components.

If you are caught promoting category A goods without a relevant UK licence, you will be ejected from the event and could face enforcement action from relevant authorities.

ECO guidance on the legislation affecting participation at exhibitions can be found at <https://www.gov.uk/trade-controls-military-goods-on-trade-fairs-and-exhibitions>. For further information on UK licencing issues exhibitors may contact the BIS ECO Helpline on +44 20 7215 4594

## B. Equipment, services and documentation exhibited or promoted

1. Equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed, must comply with current UK Law and the UK's international undertakings, EU/UN Law and EU/UN international undertakings.
2. The following equipment and services which fall under Category A of the UK's trade control legislation are prohibited at DSEI unless explicitly authorised by a valid Standard Individual Trade Control Licence, which must be obtained from BIS Export Control Organisation by the exhibitor or agent
  - goods designed for the execution of human beings - such as gallows and guillotines, electric chairs, air-tight vaults designed for the purpose of execution by the administration of a lethal gas or substances, automatic drug injection systems designed for the purpose of executing human beings by the administration of a lethal chemical substance
  - restraints specially designed for restraining human beings - leg-irons, gangchains, shackles designed for restraining human beings having an overall dimension including chain when measured from the outer edge of one cuff to the outer edge of the other cuff of between 240mm and 280mm when locked and individual

cuffs or shackle bracelets except those that are 'ordinary handcuffs' (handcuffs which have an overall dimension including chain, measured from the outer edge of one cuff to the outer edge of the other cuff, between 150 millimetres and 240 millimetres when locked and have not been modified to cause physical pain or suffering), restraint chairs unless designed for disabled persons, shackle board, thumb-cuffs and thumb-screws, including serrated thumb-cuffs, electric shock belts designed for restraining human beings by the administration of an electric shock, portable devices designed or modified for the purpose of riot control or self-protection by the administration of an electric shock – such as electric-shock batons, electric-shock shields, stun-guns and electric-shock dart-guns (including Tasers) – components specially designed or modified for the aforementioned hand-held spiked batons

- cluster munitions, explosive submunitions and explosive bomblets
- Landmines, anti-personnel mines and anti-material cartridges.
- All cluster and non-unitary munitions with the exception of those which comply with the provisions of the Oslo Accord are prohibited. Specifically they must have all of the following characteristics:
  - each munition contains fewer than ten explosive sub-munitions.
  - each explosive sub-munition weighs more than four kilograms.
  - each explosive sub-munition is designed to detect and engage a single target object.
  - each explosive sub-munition is equipped with an electronic self-destruction mechanism.
  - each explosive sub-munition is equipped with an electronic self-deactivating feature.
- All other non-unitary munitions, explosive sub-munitions and explosive bomblets, together with components specifically designed for such cluster munitions, explosive sub-munitions or explosive bomblets are prohibited. This exclusion does not, however, apply to conventional munitions which are designed to dispense flares, smoke, pyrotechnics or chaff, electrical or electronic effects or which are designed exclusively for an air defence role.

The controls on Category A goods apply to all forms of promotion, including general advertising or promotion and so even the act of distributing hard copy or electronic brochures or catalogues containing reference to any such product, or the inclusion of images of such products in stand displays, or any other form of other marketing of these products at DSEI is prohibited unless subject to an ECO licence.

#### **DEFINITIONS:**

- 1. Cluster munitions means conventional munitions designed to disperse or release explosive sub-munitions.**
- 2. Explosive sub-munitions means conventional munitions, weighing less than 20 kilograms each, which, in order to perform their task, are dispersed or released from another conventional munition and which are designed to function by detonating an explosive charge prior to, on or after impact. The Organisers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.**
- 3. Explosive bomblets means conventional munitions, weighing less than 20 kilograms each, which are not self-propelled and which, in order to perform their task, are specifically designed to be dispersed or released by a dispenser affixed to an aircraft, and are designed to function by detonating an explosive charge prior to, on or after impact.**

#### **FOOTNOTES:**

- 1. Compliance checks will take place before and throughout DSEI to ensure that equipment, services, documentation and all other forms of visual promotion and display exhibited comply with the above-mentioned undertakings.**
- 2. Exhibitors promoting or exhibiting prohibited items, either overtly or covertly during the exhibition will be in breach of their contract with the Organisers and will forfeit their right to exhibit at DSEI. The Organisers will take appropriate action which may involve the removal of equipment, documentation and/or visual**

**promotional material from the stand into safe custody. The ECO and other relevant authorities will be informed by the Organiser of any breach which may result in legal action being taken against the exhibitor by these authorities. The stand may be closed immediately and the exhibitor will have no claim for redress against the Organisers, nor any refund for loss of fees.**

- 3. Exhibitors will not be permitted to exhibit if their sole or predominant aim is to import for immediate resale.**
- 4. The Organisers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.**

### **C. PROHIBITED ACTIVITIES**

The UK's trade control legislation affects anyone in the UK regardless of nationality. Trade controls licence the trading and transacting in controlled goods between two overseas countries where the deal is made in the UK. The controls are intended to impact on 'trafficking and brokering' type activities that facilitate the movement of controlled military or paramilitary goods.

All exhibitors must ensure that they have all necessary trade control licences in place before undertaking any controlled business or activity, in line with their statutory legal requirements under Part 4 of the Export Control Order 2008. For more information and to access a copy of the legislation, see the guide on the Export Control Order 2008, <https://www.gov.uk/export-control-order-2008>

Any exhibitor engaging in controlled business or activity either overtly or covertly during the exhibition without all necessary trade control licenses being place will be regarded as in breach of their contract with the organisers and will forfeit their right to exhibit at DSEI. The organisers will take appropriate action which may involve the removal of equipment, documentation and/or visual promotional material from the stand into safe custody. The ECO and other relevant authorities will be informed of any breach which may result in legal action being taken against the exhibitor by these authorities. The stand may be closed immediately and the exhibitor will have no claim for redress against the Organisers, nor any refund for loss of fees.

### **D. DANGEROUS EXHIBITS, PROHIBITED WEAPONS, FIREARMS & HAZARDOUS EQUIPMENT**

Any exhibitor, who, by way of trade or business, manufacturers, sells, transfers, repairs, tests or proves or exposes for sale or transfer or has in his possession for sale, repair, test or proof any firearm or ammunition to which Sections 1 and 5 of the Great Britain Firearms Act 1968 (as amended) apply, must first obtain a Metropolitan Police Service Registered Firearms Dealer Certificate to cover their temporary exhibiting activities at ExCeL. In addition, any exhibitor who has in his possession or purchases or acquires, or manufactures sells or transfers any firearm and ammunition to which Section 5 of the Act applies also requires a separate authority issued by the Home Office to cover their activities at ExCeL (full details will be issued within EZONE). Failure to obtain a Registered Firearms Dealer certificate and Section 5 authority, as applicable, prior to arrival in the UK will preclude an exhibitor from exhibiting. Any exhibitor who attempts to exhibit or sell any firearm or ammunition without the appropriate certificate and authority will be liable to prosecution.

### **E. EXHIBITOR REGISTRATION & ACCREDITATION**

All personnel attending DSEI, including exhibitors' stand personnel, representatives, guests, contractors/subcontractors (stand build and services) and security personnel who will be working on stands and hospitality areas, must be pre-registered to attend DSEI. It is the responsibility of the exhibitor to check the bonafides of all personnel that they register to attend DSEI. All exhibitors must inform the Organisers of any private security officers or security officers from their own company who may be onsite during DSEI. The exhibitor takes responsibility for the bonafides of such security officers, including Security Industry Association licensing

checks, where applicable. Security Officers employed by exhibitors have jurisdiction on their tenancy areas only and are not permitted to carry out any duties elsewhere within ExCeL. Information regarding exhibitors' security and licensing is to be provided to the Organisers on request. Security Officers and Police Officers employed by the Organisers and Organisers Security Management have primacy in all matters concerning breaches of security and have right of access to all tenancy areas.

#### **F. COMMENCEMENT OF CONTRACT**

The Exhibitor's offer to exhibit is made on receipt by the Organiser of the signed Exhibition Space Contract. The Organiser's acceptance is made upon dispatch of the contract countersigned by the Organisers.

#### **G. PAYMENT TERMS**

The first payment of 25% of Space Rental, along with full registration, corner and insurance fees, will be invoiced on booking and is due immediately.

The second payment of 25% of Space Rental will be invoiced with payment due 1 June 2014.

The third payment of 25% of Space Rental will be invoiced with payment due 1 January 2015.

The final payment of 25% of Space Rental will be invoiced with payment due 1 April 2015.

Exhibitors booking space after 1 May 2014 will be initially invoiced for 50% of Rental along with full registration, corner and insurance fees.

Exhibitors booking space after 1 December 2014 will be initially invoiced for 75% of Rental along with full registration, corner and insurance fees

Exhibitors booking space after 1 March 2015 will be initially invoiced for 100% of Rental along with full registration, corner and insurance fees.

Day Hire Suites and meeting rooms will be invoiced at 100% on booking.

All contracted opportunities across DSEI 2015 including Space Rental,

Add-ons, Sponsorship and any invoiced fees require full payment prior to the 15th of September 2015.

The organiser retains the right to cancel any Exhibitor's participation with immediate effect should the payment terms be breached.

It is possible to Bank Transfer direct into our account to the following detail:

Account Name:

Clarion Events Ltd. National Westminster Bank, Earls Court Branch, 195 Earls Court Road, London SW5 9AE

Account Number: 19118287

Sort Code: 60-07-14

SWIFT Code: NWBKGB 2L

IBAN Code: GB96 NWBK 6007 1419 1182 87

#### **H. CANCELLATION AND REDUCTION TERMS AND CHARGES**

An Exhibitor wishing to cancel or reduce a confirmed stand reservation may do so only by written notice to the Organiser, and the following charges will apply:

If cancelled/reduced prior to 1 April 2014

25% of Rental will be retained or invoiced as a cancellation fee if unpaid.

If cancelled/reduced prior to 1 September 2014

50% of Rental will be retained or invoiced as a cancellation fee if unpaid.

If cancelled/reduced prior to 1 March 2015

75% of Rental will be retained or invoiced as a cancellation fee if unpaid.

If cancelled/reduced after 1 March 2015

100% of Rental will be retained or invoiced as a cancellation fee if unpaid.

Cancellation shall be deemed to take place on the day of receipt and acceptance by the Organiser of written notification from the Exhibitor.

## **I. INCORPORATION OF RULES & REGULATIONS**

By signing this exhibition space contract the exhibitor accepts without reservation the terms set out in this contract and terms & conditions document which have been received, read and understood and agrees to accept the Rules & Regulations in EZONE any subsequent reasonable amendments or instructions issued by the Organiser.

## **J. FULL Terms & Conditions**

### **1.0. CONTRACT**

By signing the Exhibition Space Contract, the Exhibitor accepts without reservation the following:

- 1.1. The terms of the Exhibition Space Contract;
- 1.2. All regulations contained in these Contract Terms and Conditions and EZONE and any reasonable instructions subsequently issued by the Organisers;
- 1.3. The provisions of public and private law, fire and local authority regulations applicable to exhibitions held in the UK;
- 1.4. Health and safety regulations in EZONE plus any regulations or instructions concerning safety or security sent to the Exhibitor once the Organisers have received the Exhibition Space Contract.

### **2.0. BOOKING CONDITIONS**

The Exhibitor must keep the Organisers informed of changes in contact details for personnel involved in the organisation of the stand at DSEI, particularly any changes of address for exhibition information.

### **3.0. ALLOCATION OF SPACE**

- 3.1. The method of determining the allocation of exhibit space shall be established by the Organisers and may be changed from time to time, with notice to Exhibitors in order to accommodate what the Organisers perceive to be in the best interests of DSEI.
- 3.2. Any layout plans made available to Exhibitors are for illustrative purposes only and do not constitute a guarantee that any particular Exhibitor will be positioned next to or near any other Exhibitor. The Organisers will, however, use reasonable endeavour to meet Exhibitors' requests on these matters.

### **4.0. SUBMISSION OF PLANS FOR SPACE ONLY AND MULTI-LEVEL SITES AND HOSPITALITY SUITES**

- 4.1. Exhibitors must submit designs for space only stands and multi-level stands no later than 31st May 2015. They should be submitted to the Organisers for their approval and the consent of the local authority and venue owners where appropriate. It is not necessary to submit plans of internal fittings to shell scheme stands, provided that height (2.5 metres maximum), boundary and fascia regulations set out in EZONE are not infringed. All materials used must comply with the fire regulations of the local and exhibition authorities and building regulations. All custom

built stands must have their stand number and company name displayed prominently on open sides and must comply with EZONE and Space Only Guide.

4.2. Fees apply for the approval of complex and multi-level stands. The Organisers' decision as to whether approval of a particular stand attracts a fee is final.

4.3. Plans for internal modifications to the hospitality suite layout must be submitted to the Organisers for approval in accordance with EZONE.

#### 5.0. STAND BOUNDARIES

All exhibits must be kept within the boundaries of the Exhibitor's space at all times. No Exhibitor may obstruct the gangways with exhibit material, nor may any display material protrude from the boundaries of the Exhibitor's space. All distribution of literature must take place from within the boundaries of the Exhibitor's space and not in the gangways or any other area of the halls.

#### 6.0. ELECTRICAL INSTALLATIONS

The Exhibitor should note that the Organisers will use reasonable endeavour to ensure that the electrical equipment is installed and electricity is supplied as requested but the Organisers do not accept responsibility for any failure to do so. Exhibitors shall contract directly with the official Electrical Contractor (save where included in packages) and comply with the terms of EZONE in relation to installation of electrical equipment.

Exhibitors should read and abide by the electrical regulations in EZONE and Space Only Guide (where applicable). Exhibitors should request a technical floor plan to determine the position of their electrical supply.

#### 7.0. DAMAGE TO VENUE

7.1. The Exhibitor shall not cause or permit any damage to the halls, the hospitality suites and overall site areas of the venue and any of its fixtures and fittings or interfere with the structure of the venue. All carpet tape adhering to the fabric of the building must be removed by the Contractor prior to final departure from the site; if the venue owners are obliged to remove tape a charge will be levied on the Exhibitor concerned. Any Exhibitor in breach of this shall indemnify the Organisers in respect of any claim for such damage by the venue owner or third party.

7.2. At the end of the breakdown period according to the timetable in EZONE all exhibits and Exhibitor's property shall be removed from the venue and the Exhibitor shall indemnify the Organisers for any costs incurred in removing any Exhibitor's property from the venue.

#### 8.0. HEALTH & SAFETY REGULATIONS AND HEALTH & SAFETY AT WORK ACT

8.1. The Exhibitor must familiarise himself with and abide by the Health & Safety Laws and Regulations as set out in EZONE, the relevant UK health and safety law and regulations and the Health and Safety at Work Act ('H&S Regulations').

8.2. An exhibition stand is a workplace in itself and the Exhibitor is responsible for the health and safety of that work place during the construction, use and dismantling of the stand. The Exhibitor thus has a legal duty of care for anyone on or near the stand who may be affected by the actions or omissions of the stand Contractors or exhibiting staff.

8.3. Stands must be constructed in such a way as to keep visitors off other stands and out of the aisles. Exhibitors' stand designs must show areas designated for visitors viewing displays.

8.4. Exhibitors must ensure that all employees, Contractors, sub-Contractors and agents, in the construction and dismantling of their stands/exhibits, and in the course of all work carried out on site by all or any of them, take all necessary steps to comply with the H&S Regulations.



8.5. The Organisers are responsible for the safety of the site and will appoint a suitable safety officer whose role it will be, in conjunction with the Health & Safety Executive, to create and maintain a safe environment during the build up, show period and break down. Any Exhibitor or Contractor who ignores reasonable instructions from the safety officer will not be permitted to continue work on his stand until the offending practices are corrected. Continual failure to comply with the safety officer's instructions will result in the Contractor or Exhibitor being asked to leave the site. All operating machinery must have safety guards and be surrounded by clear space. All towers or ladders must be secured safely. It is the Exhibitor's responsibility to ensure that their Contractors are aware of these mandatory requirements, and Exhibitors and Contractors are required to undertake suitable and sufficient risk assessment, covering all activities associated with their participation at the event.

8.6. In the interest of safety, any Exhibitor or Contractor working at the event must ensure that rubbish or unwanted material is removed from the site to a skip provided outside the venue by the Organisers or specific waste removal as arranged by the official cleaning Contractors. At the end of each working day Exhibitors and Contractors are to ensure that all rubbish is removed.

#### 9.0. PERFORMING RIGHTS/PHONOGRAPHIC PERFORMANCE/SOUND LEVELS

9.1. Exhibitors intending to play music on stand as an accompaniment to video or live demonstrations, whether live or from records, tapes, discs, or videos, are advised that the Organisers do not hold a licence for the performance of music. Under the conditions of the 1988 Copyright Designs and Patents Act Exhibitors wishing to have music broadcast from their stand must apply for licences from both Phonographic Performance Ltd and The Performing Rights Society. The Organisers reserve the right to restrict live performances in the interests of other Exhibitors.

9.2. The Organisers reserve the right to monitor, and where necessary, determine the acceptable level of sound of equipment, entertainment and audio visual presentations.

#### 10.0. INTELLECTUAL PROPERTY RIGHTS

10.1. Queries concerning Patents should be made to the UK Patents Office, +44 (0)20 7405 8721, and regarding the Registered Designs Act to the Designs Registry at the same number. The Organisers will not be liable for any loss or damage the Exhibitor may sustain in respect of infringement of any patent arising out of participation at DSEI.

10.2. Unless otherwise stated copyright shall belong to the Organisers in any DSEI publication (including its contents whether or not it is provided by the Organisers) and no part of any such publication may be reproduced in any medium without its express written consent. Any material and copyright works (except advertisements) provided for publication by the Exhibitor shall become the property of the Organisers.

10.3. The Organisers do not accept any responsibility for any errors or omissions which may occur in DSEI publications or broadcasts.

10.4. Stands, exhibits or features may not be photographed, drawn, copied or reproduced without the written permission of the Organisers. The Organisers reserve the right to take photographs of Exhibitors' stands and products displayed at DSEI for the purposes of promoting DSEI and future exhibitions.

#### 11.0. INSURANCE

11.1. "Standard Insurance" has been arranged on your behalf. The standard cover and limits required are:

a) Exhibition Expenses. The full value of lost expenses directly incurred in connection with

the exhibition as a result of Cancellation, Abandonment, Postponement, Curtailment, failure to Vacate or Non-Arrival of any exhibits beyond the control of the Exhibitor and/or Organiser, "Standard Cover" £20,000.

b) "Exhibition Liability". The legal liability of the Exhibitor to pay compensation and claimants costs and expenses arising out of bodily injury, disease or illness sustained by any person (other than employees of the exhibitor) or loss of/or damage to material property. "Standard Cover" £2,000,000.

c) Exhibition Property. The full value of Property whilst at the Venue, during build-up and pull-out, and whilst in transit thereto and there from protected against loss or damage. "Standard Cover" £20,000.

If you wish to make your own arrangements to meet these limits will need to provide satisfactory evidence of such alternative arrangements to be approved by Towergate Coverex, 2 County Gate, Staceys Street, Maidstone, Kent, ME14 1ST. T: 0844 892 1613 E: coverexclarion@towergate.co.uk

The Organiser's Exhibitor Insurance Policy is arranged by Towergate Coverex and underwritten by Aviva Insurance Ltd. A full policy wording detailing conditions and exclusions is available from Towergate Coverex on request. The Organiser acts as the agent of the Exhibitor in arranging such insurance. Any exhibitor who requires cover for sums in excess of those stated or for risks not insured by the Organiser's policy should effect such additional cover on their own behalf. Exhibitors may contact Towergate on the details above. The Organiser cannot accept any responsibility for such additional coverage required or arranged by an exhibitor.

11.2. It is the contracted Exhibitor's responsibility to ensure that any stand sharers have adequate public liability insurance cover of their own, otherwise the contracted Exhibitor may be held responsible for any claims relating to the stand sharers. We would suggest that you request your stand sharers to each have the same level of public liability cover as the Organisers request contracted Exhibitors to have, namely a minimum indemnity of £2m. Towergate can be contacted in this regard at the details above.

11.3. Exhibitors participating in Waterborne Demonstrations will be subject to further insurance conditions to be detailed under separate cover.

## 12.0. SECURITY/ADMISSION

12.1. Every Exhibitor shall ensure their stand is open to view and staffed by competent representatives during DSEI opening hours. In the event of any Exhibitor failing to open their stand or uncover their exhibits the Organisers may do so or may arrange for the stand and exhibits to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organisers will not be liable for any losses, including consequential losses sustained by the Exhibitor as a result of this action.

12.2. Every Exhibitor, and all persons for whom he may be considered responsible in any way whatsoever, must conduct himself in such a manner as shall not be objectionable to any other Exhibitor, Visitor or the Organisers. Any person who does not comply with these requirements shall be liable, at the discretion of the Organisers, to be immediately removed from DSEI and refused re-admission during the period of DSEI.

12.3. The Organisers will issue official passes for admission and no other form of admission pass will be valid.

12.4. No Exhibitor will be admitted to DSEI without producing to the gate official the Exhibitor's pass issued to him by the Organisers plus photographic proof of identity. In the event of

such a pass being transferred or otherwise disposed of, it will be immediately forfeited and no further pass will be issued in its place. The Organisers reserve the right at their discretion to withdraw the pass issued to any person if complaints have been received concerning his conduct or if there has been a breach of contract.

- 12.5. Please note that security searches of DSEI and the venue will be made at various times prior to opening and throughout the open period of DSEI. While the Organisers will endeavour to complete these outside normal working hours, depending on the security threat at the time, it may be necessary to undertake these searches during the day. Searches will also be undertaken at the entrances to the venue of hand baggage and personnel as appropriate and also of items being delivered to the venue by courier prior to such items being delivered

### 13.0. RIGHTS OF THE ORGANISERS AND VENUE OWNERS

The Organisers and the venue owners and those authorised by them respectively have the right to enter the venue at any time to execute works, repairs and alterations and for any other purposes. No compensation will be payable to an Exhibitor for damage, loss or inconvenience so caused.

### 14.0. FORCE MAJEURE

If DSEI is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident, the non-availability of the venue or any other cause not within the control of the Organisers, whether ejusdem generis or not, the Organisers may at their entire discretion repay the Rental paid by the Exhibitor, or part thereof, but shall be under no obligation to repay the whole or part of such Rental, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such event.

### 15.0. ORGANISERS' RIGHT TO CANCEL DSEI

The Organisers shall have the right at all times to abandon, cancel or suspend DSEI in whole or part in the event that there is likely to be insufficient Exhibitor participation in and/or support for DSEI, the likelihood of such insufficiency to be determined by the Organisers whose decision shall be final. In the event of such an abandonment, cancellation or suspension, the Exhibitor shall be entitled to receive repayment of all Rental paid, but the Organisers shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of DSEI.

### 16.0. TERMINATION

- 16.1. The Organisers may terminate the Exhibition Space Contract with immediate effect if the Rental is not paid within fourteen days of the date(s) set out in the Exhibition Space Contract.
- 16.2. Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating the Exhibition Space Contract with immediate effect if:
- 16.2.1. the other party commits a material breach of any terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of that breach or within a reasonable time if such breach occurs during the build up, opening and breakdown periods of DSEI (save for a breach of clause 2 of the Exhibition Space Contract which provides for immediate termination); or

- 16.2.2. 16.2.2 an order is made or a resolution is passed for the winding up of the other party or circumstances arise which enforce a court of competent jurisdiction to make a winding up order of the other party (save for a winding up in connection with the solvent amalgamation or reorganisation of the Organisers' group of Companies); or
  - 16.2.3. an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party or notice of intention to appoint an administrator is given to the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
  - 16.2.4. a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entails a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party or if any other person takes possession or sells the other party's assets; or
  - 16.2.5. the other makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
  - 16.2.6. the other party ceases to trade; or
  - 16.2.7. there is a change of control of the Exhibitor; or
  - 16.2.8. the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 16.3. In the event that the Organisers terminate the Contract, the Exhibitor shall remove the exhibits of the Exhibitor at a time to be stated by the Organisers and thereafter the Exhibitor shall not be entitled to access to the venue. The Organisers shall be entitled, if necessary, to remove and dispatch such exhibits (at the risk and expense of the Exhibitor) to the address of the Exhibitor stated on the Exhibition Space Contract. Further, all Rental under the Exhibition Space Contract paid by the Exhibitor shall be forfeited to and retained by the Organisers and the balance shall be payable forthwith. All rights of the Organisers under this Clause 16.3 shall be without prejudice to such other rights which the Organisers may have arising upon termination of the Exhibition Space Contract.
- 16.4. Termination of the Exhibition Space Contract shall be without prejudice to the claims of either party against the other arising prior to termination.
- 17.0. INTERNET CONNECTION POLICY
- 17.1. This policy regulates the use of computer technology by Exhibitors to connect to the Internet at DSEI. It is intended to ensure the smooth operation of computer technology for the benefit of all Exhibitors free from any damage that may otherwise be caused by the use of technology without proper care and attention.
  - 17.2. This policy applies to any form of computer, whether a PC, laptop, server or PDA or any similar device ('Computers') which is provided by the Exhibitor (or any third party) and connected by wired or wireless means to the network(s) of the Organisers or any of its Contractors at DSEI ('the Network').
  - 17.3. Exhibitors shall use their best endeavours to prevent any unauthorised access to the Network and to ensure that their Computers do not introduce any computer bugs, computer viruses, worms, Trojan horses, software bombs or any similar items or software to the Network.

- 17.4. All Computers must have one of the latest commercially available versions of anti-virus and firewall software correctly installed and configured. This software must be kept up-to-date for the duration of DSEI.
- 17.5. The Organisers reserve the right to make random visits to Exhibitors' stands to seek confirmation that Exhibitors are in compliance with this policy.
- 17.6. In the event that on investigation it becomes clear that the latest version of anti-virus and/or firewall software is not installed and being used or there is some other failure to comply with the policy, then the Organisers reserve the right to disconnect any or all Computers that do not comply with the policy from the Network.
- 17.7. In the event of such disconnection it is the responsibility of the Exhibitor to ensure that a current version of anti-virus and/or firewall software is installed or any other failure to comply with the policy is remedied. Only once this remedial action has been taken to the satisfaction of the Organisers will the Exhibitor then be allowed re-connection to the Network.
- 17.8. Internet connection via the Network, if provided at DSEI, is for Exhibitors to use entirely at their own risk and the Organisers shall not be liable for any loss damage or liability (whether direct, indirect, special or consequential including, without limitation, loss of profits, business interruption, loss of programs or other data) which may result.

#### 18.0. PRIVACY POLICY

By signing the Exhibition Space Contract the Exhibitor is consenting, under all relevant data protection legislation, to the Organisers communicating with Exhibitors by telephone, fax, email and by post and using its personal information for the following purposes, namely: for the Organisers' internal purposes which will include accounts processing, internal analysis of Exhibitors, inviting Exhibitors to other events organised by the Organisers or its group, disclosure of information to Contractors who provide services in respect of DSEI (including but not limited to shell scheme, security, registration, cleaning and freight contractors, caterers and electricians), disclosure to direct mailing Contractors and disclosure or transfer of Exhibitor's personal data to members of the Organiser's group worldwide to allow the group to further develop its business and its services to Exhibitors. The Organisers may also pass Exhibitor details to third parties who provide goods and services likely to be of interest to Exhibitors. Please contact the Organisers in writing if you do not wish your personal information to be used in any of the ways mentioned above.

#### 19.0. GOVERNING LAW

The proper law of the Exhibition Space Contract shall be English Law and all disputes as to the construction of application of the Exhibition Space Contract, these Terms and Conditions and EZONE or the rights and liabilities of any person hereunder shall be determined by the English courts.