

## EXHIBITION SPACE BOOKING AGREEMENT

### TERMS & CONDITIONS

1. **Event.** The Event is **GLOBAL SECURITY ASIA 2015 (GSA 2015)** to be held from 3 - 5 March 2015 at SUNTEC Exhibition & Convention Centre, 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.
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. **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.
8. **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, and that:
  - a. 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

- b. 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.

9. **Booking & Payment Schedule.** In order to book booth space, a Booking Deposit is required. Once the Exhibitor's application has been received and the exhibition space has been allocated, the Exhibitor is legally contracted to the exhibit space and is to comply with the following Payment Schedule:

- Booking Deposit - **PAYABLE WITHIN TWO WEEKS of Date of Invoice**  
- **20 % of Contract Price**
- Bookings Four (4) months or more prior to the Exhibition i.e. **BEFORE 3 November 2014**  
- **70 % of Contract Price, including the Booking Deposit**
- Bookings Less than Four (4) months prior to the Exhibition i.e. **AFTER 2 November 2014**  
- **100 % of Contract Price, including the Booking Deposit**

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.

10. **Cancellation & Withdrawal Policy.** The Exhibitor, by giving notice of intention in writing, may cancel his booking, 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 in Clause 9 above at the date such notice of cancellation is received by the Manager.
11. **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, declaration of national mourning, 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.
12. **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.