

## CORPORATE PACKAGE TERMS & CONDITIONS

### 1 DEFINITIONS

**Client** means the legal person with whom the Organiser has entered into a contract and any of its respective employees, servants, contractors, sub-contractors and agents.

**Summit** means the event detailed in this contract.

**Exhibits** means those Exhibits displayed at the Exhibited including but not by way of limitation all products and materials and items belonging to the Client.

**Cancellation Charge** means the charge as set out below:

Cancellation received in writing up to 60 days prior to the event date are subject to 50% cancellation fee, thereafter 100% of the fee is due.

**Client Kit** means the Organiser's Information Manual to be provided to each Client prior to the Summit setting out the practical aspects of and containing information and documentation for the Event

**Organiser means** 121 Group (HK) Ltd and its lawful assigns.

**Terms and Conditions** shall mean these Terms and Conditions, all Terms and Conditions set out in the Booking Form, the Contract the Service Manual and all other Terms and Conditions issued from time to time by the Organiser or by any of the Authorities in relation to the Event.

### 2 ALLOTMENT OF SPACE OR MEETING ROOM

When the space or meeting room has been offered each Client is required to give an acceptance of the area allotted and the terms and conditions contained herein forming part of the Contract between the Organiser and the Client.

### 3 EXHIBITS

Clients may not display any exhibits in addition to or in place of those described on the Clients Booking Form/Contract except with the express permission of the Organiser. The Client must satisfy itself that the Exhibits will comply with the Terms and Conditions and undertakes not to bring into the event any dangerous or harmful materials including (but without limitation) explosives detonating or fulminating compounds and any inflammable materials.

### 4 CANCELLATION OF CORPORATE PACKAGE AND OR SPONSORSHIP

4.1 In the event that a Client wishes to cancel his booking after acceptance by the Organiser or fails to meet any of the payment obligations (whether as to the amounts or dates of payment) detailed on the Booking Form/Contract then the Organiser reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organiser) to apply the Cancellation Charge and to reallocate such space:

4.2 If the Client wishes to cancel then written notice of such wish must be forwarded to and received by the Organiser by Recorded Delivery post not later than the dates referred to in the Cancellation Charge above. For the avoidance of doubt the Organiser shall not be obliged to accept the Client's notice of cancellation.

4.3 Notwithstanding that the Organisers may resell or reallocate the cancelled package after payment of the Cancellation Charges the Organiser shall be under no obligation to reimburse all or any part of such cancellation charges.

### 7 PAYMENT OF PACKAGE

A non-refundable deposit, as specified in the Booking Form/Contract representing a percentage of the value of the package applied for must be forwarded with the signed Contract. The balance of the total cost is due and payable at least six weeks before opening of the Event. Where payment is not made in accordance with the Contract/Booking Form, the deposit may be forfeited and the space re-allocated. Any loss incurred by the Organiser by reason of such non-payment must be paid by the defaulting applicant.

### 8 STAND SPACE AND EXHIBITS

8.1 The Client shall use the official stand, electrical and lifting contractors appointed by the Organiser.

8.2 If in the opinion of the Organiser, the Client's Stand, shell scheme, or other display extends beyond his allocated Stand Space, the Organiser may at its sole discretion charge the Client for the extra Stand Space so occupied at the prevailing rate.

8.3 The Client shall be entitled to exhibit only those matters specified on the Contract/Booking Form.

8.4 The Client must not erect his Stand or Exhibits in a manner which would in the opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Event or cause inconvenience for or otherwise affect the display of any other Client.

8.5 No acceptance by the Organiser of the Client's Space Allocation Form or allocation of the Client's name to any particular part of any Event floor plan or stand number will constitute any agreement, warranty or representation by the Organiser that the Client is entitled to exhibit at the Event in such particular location. The Organiser reserves the right without being required to give notice to the Client to alter the layout of any Event floor plan or position of any stand at any time.

8.6 The Organiser and any other person either authorised by the Organiser or having an interest in the Event venue shall without notice be entitled to access at all reasonable times before, during and after the Event, to the Client's stand and for this purpose the Organiser or any person shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Client.

8.7 The decision of the Organiser shall be binding in any dispute regarding the Stand Space allocation including the extent of any extra Stand Space deemed by the Organiser to be occupied by the Client beyond that allocated or as to the Client's right to display any Exhibits.

### 9 REMOVAL OF THE EXHIBITS AND MARKETING MATERIALS

9.1 The Organiser reserves the right in its absolute discretion to require the Client to remove any Exhibits or Marketing Materials which is being displayed at the Event and which in the absolute discretion of the Organiser is deemed to be inappropriate.

9.2 The Client will be liable for all storage and handling charges resulting from his failure to remove all Exhibits and Marketing Materials from his allocated Space.

9.3 The Client must surrender any occupied Stand Space in its original condition. The Client shall make good and indemnify the Organiser for any damage caused by the Client, his employees, agents or contractors to the Event premises or to any shell scheme occupied by the Client.

### 10 ATTENDANCE

The Client acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted Clients to attend the Event or the failure of any number of attendees to attend the Event for any reason beyond the reasonable control of the Organiser. The name of any Client which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any Client is booked to attend any Event provisionally or otherwise shall not constitute any warranty representation or undertaking by the Organiser that any such Client shall attend any Event or attend at any particular location. Any application for space shall not be conditional on the presence or location of any other Client at the same or any other Event.

### 11 EXCLUSION OF PERSONNEL

The Organiser reserves the right in its absolute discretion to exclude or remove from the Event any person whose presence is undesirable in the Organiser's opinion and the Organiser may exercise such right

notwithstanding that any such person is the employee, agent or permitted contractor of the Client or otherwise in any way connected or associated with the Client.

### 12 UNDESIRABLE ACTIVITIES

If it appears to the Organiser that the Client may be engaged in activities which are deemed to be contrary to the best interests of the Event or which are unethical or to be in breach of any law or regulations, the Organiser may, without being under any liability to refund or abate any charges paid or due from the Client cancel any Space allocation which may have been made to the Client and require him forthwith to vacate the Space allocated to him and refuse the Client the right to participate further in the Event.

### 13 COMPLIANCE WITH REGULATIONS

The Client shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organiser, the proprietors or managers of the Event venue or any municipal or other competent authority.

### 14 INSURANCE LIABILITY

Neither the Organiser nor the venue owners will be responsible for the safety of any exhibit or property of any Client, or any other person, for the loss or damage of, or destruction to same, by theft or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Client by reasons of any defect in the Event venue caused by fire, storm, tempest, lightning, national emergency, war, labour dispute, strikes or lock-outs, civil disturbances, explosion, acts of terrorism, inevitable accident, force majeure or any other cause not within the control of the Organisers whether eisdem generis or not for any loss or damage occasioned if by reason of the happenings or any such event, the opening of the Event is prevented or postponed or delayed or abandoned, or the Event venue becomes wholly or partially unavailable for the holding of the Event. The Client agrees and undertakes to insure in their full replacement value the contents of his stand and all associated ancillary equipment and materials.

### 15 POSTPONEMENT OR ABANDONMENT

15.1 The Organiser may at any time, without prior notification, change the venue, the date, the opening and closing times of the Event. The Client shall not have any claim against the Organiser in respect of any loss or damage whatsoever consequent upon the Event failing to be held for any reason outside the Organiser's control or the Event venue being or becoming wholly or partially unavailable for the holding of the Event for whatever reason. If by re-arranging the venue, the period of the Event, the size or locations of the stands, postponing the Event or by doing any other reasonable thing the Event can be held, the contract for space shall be binding save that it shall be deemed to be varied to allow for the necessary change in venue, dates or period of the Event, stand size, location or otherwise.

15.2 In the event of any abandonment, postponement or limitation of the Event, any limitation of the use of the Event venue or any part thereof, or any failure of the services provided therein, an Client or his agents or contractors shall have no claim against the Organiser in respect of any resulting loss or damage and the Client's liabilities shall not be affected.

15.3 The Organiser accepts no responsibility if delivery of goods and materials or the execution of work is held up or prevented by any cause beyond its control, including without prejudice to the generality of the foregoing:

- (a) War, Act of God, strike, lock-out, labour disturbance or restriction;
- (b) Failure by the Client, his agents or contractors to give instructions or supply the necessary information in due time.

### 16 BANKRUPTCY

In the event of the Client becoming bankrupt, committing any act of bankruptcy, going into liquidation, having a Receiver or Administrator appointed in respect of any of its assets then the Organiser reserves the right to terminate the contract with the Client and the Terms & Conditions relating to Cancellation shall apply.

### 17 CLIENTS' LIABILITIES

Every Client hereby accepts liability for all acts or omissions of himself, his servants, contractors, agents, and visitors and undertakes to indemnify the Organiser and keep it indemnified against all liability in respect thereof and against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be taken or made against the Organiser or incurred or become payable by it arising there from or in respect thereof including any claims arising out of the supply by the Client of samples of any kind whatsoever whether such samples be sold or given away free or including any legal costs and expenses and any compensation costs and disbursements paid by the Organiser on the advice of Counsel to compromise or settle any such claims.

Notwithstanding the indemnity hereby given, the Client undertakes to arrange appropriate insurance for a minimum of 5,000,000 USD and will provide written evidence of such if required to do so.

The Client is advised to insure against costs or losses which the Client may incur if the Event is delayed, postponed, prevented or abandoned from causes outside the Organiser's control since the Organiser accepts no liability in such eventuality.

### 18 PROHIBITION OF TRANSFER

The Client may not assign, sub-let or grant licences in respect of the whole or any part of the space allotted to them without the express permission of the Organiser.

### 19 PROMOTION AND REPRESENTATION

Whilst the Organiser shall use its reasonable endeavours to organise and promote the Event in such manner as it considers appropriate the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion notwithstanding any previous statements as to strategy. Any statements made by or on behalf of the Organisers as to audience projections or methods or timing of promotion shall constitute only general indications of the Organisers' promotion and organising strategy and shall not amount to any representation or warranty and the Client confirms that he has not relied on them in entering into this contract.

### 20 OMISSION & ERRORS

The organiser will not be liable for any omission or error made.

### 21 ENTIRE AGREEMENT

These Terms and Conditions contain the entire agreement between the Organiser and the Client and may not be changed orally, but only in writing signed by a duly authorised representative of the party against whom enforcement of any waiver, change, modification or discharge is sought.

### 22 GOVERNING LAW AND JURISDICTION

22.1 These Terms and Conditions shall be construed in accordance with Hong Kong law and the Client hereby submits to the exclusive jurisdiction of the Hong Kong courts.