



**Hi** Health ingredients  
Korea

COEX  
Seoul, Korea  
28 - 30 August 2018

UBM Korea Corporation  
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**EXHIBITION STAND SPACE ORDER FORM**

**EXHIBITOR DETAILS**

Company Name	<input type="text"/>	Exhibiting Name <small>(if different from company name)</small>	<input type="text"/>
Address	<input type="text"/>		
	<input type="text"/>	City/ State	<input type="text"/>
Zip/Post Code	<input type="text"/>	Country	<input type="text"/>
Telephone	<input type="text"/>	Website	<input type="text"/>
Fax	<input type="text"/>	EU. VAT. Registration No.	<input type="text"/>
Invoice Address <small>(if different from company address)</small>	<input type="text"/>		
	<input type="text"/>		
Company Contact Name	<input type="text"/>	Email Address	<input type="text"/>
Telephone	<input type="text"/>		

Please refer to the How UBM Uses Your Data section of this order form for further details of how this information is used.

**ORDER OF STAND SPACE**

Your order for Stand Space is on an "unallocated" basis.  
Your Stand Space will be allocated by UBM prior to the Exhibition and will be subject to availability.  
While UBM shall use its reasonable endeavours to allocate You with Stand Space to your preferred specification, UBM cannot guarantee a particular stand specification or location at the time of entering this Agreement.  
If the specification and/or location of Stand Space that You have requested is not available at the time your Stand Space is allocated, You will be given the option to select a different specification and/or location ("Permitted Change"). **You acknowledge and agree that UBM shall not be obliged to offer You any alternative other than the option of a Permitted Change in the event that Your requested specification or location of Stand Space is not available.** Where you decline the option of a Permitted Change and choose either to i) reduce the m<sup>2</sup> size of Stand Space purchased; or ii) cancel your purchase entirely, Cancellation Charges shall apply. No Cancellation Charges shall apply to a Permitted Change (but Cancellation Charges will apply to subsequent changes).

Location preference (if available): 1.  2.  3.

Your order of  m<sup>2</sup> of unallocated Stand Space shall be at the specification and charge rate per m<sup>2</sup> selected in the table below:

	1 Open Side	2 Open Sides	3 Open Sides	4 Open Sides
Space only <small>(minimum order 24m<sup>2</sup>)</small>	<input type="checkbox"/> \$350/ m <sup>2</sup>	<input type="checkbox"/> \$370/ m <sup>2</sup>	<input type="checkbox"/> \$385/ m <sup>2</sup>	<input type="checkbox"/> \$395/ m <sup>2</sup>
Shell Scheme <small>(minimum order 9m<sup>2</sup>)</small>	<input type="checkbox"/> \$400/ m <sup>2</sup>	<input type="checkbox"/> \$420/ m <sup>2</sup>	<input type="checkbox"/> \$435/ m <sup>2</sup>	<input type="checkbox"/> \$445/ m <sup>2</sup>
Deluxe A <small>(minimum order 18m<sup>2</sup>)</small>	<input type="checkbox"/> \$660/ m <sup>2</sup>	<input type="checkbox"/> \$680/ m <sup>2</sup>	<input type="checkbox"/> \$685/ m <sup>2</sup>	<input type="checkbox"/> \$695/ m <sup>2</sup>
Deluxe B <small>(minimum order 18m<sup>2</sup>)</small>	<input type="checkbox"/> \$660/ m <sup>2</sup>	<input type="checkbox"/> \$680/ m <sup>2</sup>	<input type="checkbox"/> \$685/ m <sup>2</sup>	<input type="checkbox"/> \$695/ m <sup>2</sup>

Total Stand Space Fee: \$  \*10% of VAT is excluded

**CANCELLATION:** Please refer to clause 11 of the Exhibitor Terms & Conditions and the Cancellation Charges section of this Order Form for further details relating to Cancellation Charges.

**STAND SHARING**

You may not share your Stand Space with a third party except with the prior written approval of UBM, and subject to payment of a fee of \$400 per third party Stand Sharer to UBM. Please refer to clause 4 of the Exhibitor Terms & Conditions for further details.

## INVOICING AND PAYMENT TERMS

Invoices for the Fees shall be issued by UBM in accordance with the table below.

Date Agreement Signed	Invoice Issued	Date of Payment
Before 28 <sup>th</sup> February 2018	At time of signing Agreement (or later at UBM's discretion)	50% of the total amount will be due and payable within 30 days from the invoice date. Another 50% balance payment will be due in April 2018 and payable within April 2018.
On or after 28 <sup>th</sup> February 2018		100% of payment will be due in April 2018 and payable within April 2018.

## CANCELLATION CHARGES

Cancellation Charges shall be determined by reference to the date of cancellation and the table below. Please refer to clause 10 of the Exhibitor Terms & Conditions for further details.

Date of Cancellation Date	Cancellation Charge to be paid
Before Wednesday, 28 <sup>th</sup> February 2018	50% of the total Fees payable under the Agreement
During the period which falls between Wednesday, 28 <sup>th</sup> February & Friday, 27 <sup>th</sup> April 2018	75% of the total Fees payable under the Agreement
On or after Saturday, 28 <sup>th</sup> April 2018	100% of the total Fees payable under the Agreement

## HOW UBM USES YOUR DATA

The Company Contact that you submit on this order form will be our primary contact within your company/organisation for all communications in relation to the Exhibition and related/future events and services.

UBM will use the information that you provide for the purposes of running the Exhibition, providing you with associated services and informing You about selected future events and services related to the Exhibition. For this purpose, UBM may share this information globally with members of UBM's group and other third parties that are involved with the Exhibition, including the operator of the Venue. If you have any questions about how we use your information, or if you would like to change your primary contact, please e-mail [ubmidpa@ubm.com](mailto:ubmidpa@ubm.com).

We hereby agree to comply with the Standard Rules & Regulations stipulated in the Exhibitor Terms & Conditions and confirm that we have read and understand the Statement in clause 14, and we understand that we have the right not to consent to the collection of our personal data. We further understand that if we do not give our consent and do not provide our personal data, the Organizers may be unable to provide us with the full extent of their services.

- We agree to the collection and use of our personal data as outlined in this Statement.  
 We agree to the provision of my personal data to third parties and transfer of my personal data overseas as outlined in this Statement.  
 We agree to the use and provision of our personal data for direct marketing and to receiving marketing messages via text messages, e-mails, etc. as outlined in this Statement

## OTHER OPPORTUNITIES

Please tick to confirm if you are interested in receiving further information about:

- Sponsorship       Digital promotion       Exhibitor showcases       Meeting rooms       1:1 Matchmaking Programme  
 Sustainable Business Involvement with Global Angels

## GLOBAL OPPORTUNITIES

Please indicate your interest to exhibit at any of the following Fi/Hi portfolio events:

<input type="checkbox"/> <b>Fi Asia – Thailand</b> 13 – 15 September 2017, Bangkok, Thailand	<input type="checkbox"/> <b>Hi Japan</b> 4 – 6 October 2017, Tokyo, Japan	<input type="checkbox"/> <b>Fi India</b> 9 – 11 November 2017, Mumbai, India	<input type="checkbox"/> <b>Fi &amp; Ni Europe</b> 28 – 30 November 2017, Frankfurt, Germany
<input type="checkbox"/> <b>Hi South East Asia</b> 27 – 29 March 2018, Jakarta, Indonesia	<input type="checkbox"/> <b>Fi Istanbul</b> 2 – 4 May 2018, Istanbul, Turkey	<input type="checkbox"/> <b>Fi Vietnam</b> 16 – 18 May 2018, Ho Chi Minh City, Vietnam	<input type="checkbox"/> <b>Hi &amp; Ni China</b> 20 – 22 June 2018, Shanghai, China
<input type="checkbox"/> <b>Fi, Propack China</b> 11 – 13 July 2018, Shanghai, China	<input type="checkbox"/> <b>Fi South America</b> 2018, Sao Paulo, Brazil	<input type="checkbox"/> <b>Fi Asia – Indonesia</b> 3 – 5 October 2018, Jakarta, Indonesia	

## SIGNATURE BLOCK

This is an order for Stand Space between UBM and the Exhibitor named above.

The Exhibitor requests, and UBM agrees to provide, the Stand Space and associated services set out in this Order Form, which shall be provided in accordance with the Exhibitor Terms & Conditions and the documents referred to therein. The Exhibitor Terms & Conditions are attached to this Order Form and are also available at [www.hi-korea.net](http://www.hi-korea.net) Unless otherwise stated, all defined terms within this Order Form shall have the meaning set out in the Exhibitor Terms & Conditions.

I, the signing party named below confirm that I am duly authorised to execute this Agreement for and on behalf of the Exhibitor:

Name of person authorised to act on behalf of the Exhibitor:

Title/ Function:

Signature:

Date:

Company stamp (If applicable):

This is a legally binding agreement. Please sign and keep a copy this agreement for your own administration and return the original to UBM.

## EXHIBITOR TERMS AND CONDITIONS

### 1. TERMS OF REFERENCE

In these Terms and Conditions, the following definitions shall apply:

“**Application Form**” shall mean the contract form overleaf.

“**Contract**” shall mean the contract established between the Exhibitor and the Organisers on the Organisers' acceptance of the offer by the Exhibitor to participate in, advertise and/or sponsor the Exhibition, based on the Terms and Conditions and this Exhibition Space Contract

“**Exhibition / Event**” shall mean the exhibition stated on this Exhibition Space Contract

“**Exhibition Centre**” shall mean the centre named in this Exhibition Space Contract or such other venue as may be selected by the Organisers under clause 4.

“**Exhibition Centre Operator**” shall mean the owner/ proprietor/ operator/ manager for the time being of the Exhibition Centre.

“**Exhibition Space**” shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organisers for the purpose of the Exhibition under these Terms and Conditions and shall include shell (ready stand) spaces and nonshell (raw) spaces.

“**Exhibition's Official Directory**” shall mean the official directory of the Exhibition published by the Organisers or an associated company.

“**Exhibitor**” means the person, firm or company whose details are specified as such in this Exhibition Space Contract.

“**Exhibitor's Manual**” shall mean the manual supplied by the Organisers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time).

“**Fees**” shall mean the amount to be paid by the exhibitor to the Organisers (as specified in this Exhibition Space Contract).

“**Organisers**” shall mean the person or persons named as the organisers(s) of Exhibition on this Exhibition Space Contract.

“**Representatives**” shall mean the employees, servants, agents, contractors, sub-contractors and all other representatives of the Exhibitor.

“**Rules and Regulations**” shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Centre made by the Exhibition Centre Operator.

### 2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

The Exhibitor shall, and shall procure that its Representatives shall observe and comply with the Rules and Regulations, copies of which are obtainable from the Organisers on request. The Exhibitor shall, and shall procure that its Representatives shall, observe and comply with the Exhibitor's Manual.

### 3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on this Exhibition Space Contract which shall be submitted to the Organisers for approval accompanied by a non-refundable/non-transferable deposit for the rental of the Exhibition Space as stated in this Exhibition Space Contract. The Organisers reserve the right to accept or refuse any.

### 4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only (in common with the Organisers and all others authorized by the Organisers) on a non-exclusive basis. The Exhibitor is not permitted to sub-license the Exhibition space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organisers. The Exhibitor shall ensure that any such authorized sub-licensees comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organisers in accordance with clause 12. The Organisers reserve the right to cancel the participation and licence immediately if booth sub-letting occurs. Any Exhibitor who wishes to use a company name on its Exhibition stand which is different to that stated on its Application Form must submit notice of this change to the Organisers at least three months prior to the commencement of the Exhibition together with the following: (i) documentation signed by a certified accountant or the company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or (ii) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor.

The Organisers may allocate the Exhibition space in any manner as they deem fit but may take into account such factors as the order of applications received and the nature of the Exhibitor's business. The Organisers reserve the right at their sole discretion to change the location of or venue for the Exhibition, the opening hours of the Exhibition, the term or duration of the Exhibition, the date or dates on which the Exhibition is to be held provided that the revised dates are within 6 months of the dates set out in this Exhibition Space Contract, to change the Exhibition venue for the Exhibition, the opening hours of the Exhibition, the term or duration of the Exhibition, the date or dates on which the Exhibition is to be held provided that the revised dates are within 6 months of the dates set out in this Exhibition Space Contract, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in this Exhibition Space Contract, to change or close entrances and exits and access to the venue, Exhibition and/or Exhibition Space and to undertake any kind of alternations to the Exhibition Space whatsoever.

In the event that the Organisers change location or venue of the Exhibition, or the date or dates on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable.

Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. It is recommended that all design proposals be submitted to the Organisers for approval.

An Exhibitor who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organisers for approval not later than the time specified by the Organisers in the Exhibitor's Manual.

The Organisers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations. The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded. If any such alternations or removals are not made within the time required by the Organisers then the Organisers may undertake the same at the risk and cost of the Exhibitors, and the Exhibitors shall reimburse all costs and expenses incurred in relation thereto by the Exhibitors on demand.

### 5. EXHIBITS

No exhibits will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances and regulatory approvals and licences) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or permit to be stored any hazardous goods in the Exhibition Space.

Advertising literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall. The Organisers reserve the right to remove at the Exhibitor's expense and risk any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not as specified on this Exhibition Space Contract.

The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights (“Infringing Goods”) or any goods which are prohibited or restricted by local laws or regulations (“Prohibited Goods”) or any goods which in their manufacture or production fail to comply with the Convention on International Trade in Endangered Species of Wild Life Flora and Fauna (“CITES”) or any other international standards, regulations and legislation in respect of ethical slaughtering and conservation of endangered species, including without limitation standards issued by the World Conservation Union (“IUCN”) (“Unethical Goods”). The Organisers shall have the right, without recourse, to physically remove any goods which it or any R.O. Korea Court or relevant authority deems to be Infringing Goods, Prohibited Goods or Unethical Goods, to cancel the Exhibitor's right of participation and/or to close down the Exhibitor's exhibition stand and in any such event, the Exhibitor shall have no financial or other claim against the Organisers.

### 6. TERMS OF PAYMENT

Payment of the Fees by the date(s) stipulated in contract is of the essence to participation by the Exhibitor in the Exhibition.

If an EU member state withdraws from economic and monetary union but the euro continues to exist as the lawful currency of other EU member states, then all references in this Agreement to, and all obligations under this Agreement in, the euro shall continue to be denominated in the euro (even if one or more obligors are incorporated or perform any obligations in the withdrawing member state). If the euro ceases to exist as a lawful currency for any reason, the replacement currency to be used for all purposes in connection with this Agreement shall (to the extent permitted by law) be at the sole discretion of the organiser, who shall notify the Exhibitor of such change as soon as reasonably practicable.

The Exhibitor is responsible for all bank charges and other sundry charges howsoever incurred related to the Fees.

### 7. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.

Exhibitors and their Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions.

The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organisers in breach of the license (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it.

It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form (“Images”) without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its Representatives agree to surrender to the Organisers on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to film, video tapes, Should the Exhibitor or its Representative record any Image in breach of the above rule, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future (“IPR”) shall vest in the Organisers unconditionally and immediately on the creation or recording of the Images. The Exhibitor undertakes to execute all deeds and documents and to do all things (and shall procure that its Representative executes all deeds and documents and does all things) as the Organisers may require to vest the IPR in the Organisers including, without limitation, delivery of the Images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorises any employee of the Organisers to execute the same in its name and on its behalf and as its attorney.

The Exhibitor agrees to indemnify and hold harmless the Organisers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor.

It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor.

The Exhibitor and its Representatives must wear the identification badges specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods.

The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Centre. The Exhibitor will pay or reimburse on demand to the Organisers the costs of making good any damage caused to the Exhibition Centre or fixtures by its and/or its Representatives

The Organisers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives or to require the Exhibitor and/or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations, any rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organisers is final in this regard.

### 8. OTHER OBLIGATIONS

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual. Each of the Organisers and the Exhibitor undertakes to the other that it shall use all reasonable endeavors to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed to any third party except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator.

Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be included on the Exhibition database, included in the Exhibition's Official Directory, used in communications with the Exhibitor and otherwise used by the Organisers and associated companies (or their successors or potential successors in business), whether located in Korea or otherwise, or passed on to third parties for promotion purposes. Any requests for access to or correction of the data can be made to UBM Korea Corporation 8F Woodo Bldg, 214, Mangwoo-Ro, Jungang-Gu, Seoul, R.O. Korea. A fee may be charged by the Organisers or a relevant associated company for complying with access requests.

### 9. INSURANCE

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual concerning insurance. The Exhibitor must have in existence prior to its seeking access to the Exhibition Centre and at all times during the term of the Exhibition, and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, a valid insurance policy satisfactory to the Organisers in respect of its and its Representatives' participation in the Exhibition, its Exhibition Space and its exhibits at the Exhibition Centre covering such risks and in such minimum amount(s) as are set out in the Exhibitor's Manual.

The exhibitor must have, at all times, valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by Exhibitors and/or as the Organisers may require, in connection with, inter alia, the Exhibitor's property and its activities during the Exhibition (including the moving in and moving out periods). The Organisers shall be entitled to inspect any such insurance policy and receipts for premium at any time. The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, the duration and/or the date or dates of the Exhibition pursuant to clause 4 or any postponement or cancellation of, or other change to, the Exhibition under clause 10.



## 10. POSTPONEMENT AND CANCELLATION

In addition to the Organisers' rights under clause 4, the Organisers may, without reason being necessary and without incurring any liability whatsoever to the Exhibitor other than as provided in clause 12, cancel the Exhibition or at their election, postpone indefinitely, or otherwise make changes to the Exhibition, if in the sole opinion of the Organisers:

- the holding of the Exhibition by the Organisers, the performance by Organisers' of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organisers including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibitions and/or public gatherings, or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or use;
  - any other circumstance, occurrence or cause arises that makes it in the opinion of the Organisers impossible, impractical, or undesirable for the Organisers to hold the Exhibition as initially planned.
- The Exhibitor is entitled to cancel the Contract at any time. In case of such cancellation, participation fees are payable by the Exhibitor in accordance with information below:
- cancellation on or before Wednesday, 22<sup>nd</sup> February 2017 : 50% of the total participation fee
  - cancellation during the period of which falls between Thursday, 23<sup>rd</sup> February & Sunday, 23<sup>rd</sup> April 2017 : 75% of the total participation fee
  - cancellation on or after Monday, 24<sup>th</sup> April 2017: 100% of the total participation fee. If the Exhibitor has already paid the participation fee to the Organiser, the Organiser will not refund paid fee.

## 11. TERMINATION

This Contract may be terminated by the Organisers by notice to the Exhibitor upon the occurrence of any of the following events:

- The Exhibition is cancelled under clause 10;
  - The Organiser is not satisfied that proper use is being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition;
  - payment of Fees is not made by the Exhibitor in accordance with Clause 6;
  - the Exhibitor is, for any reason, unable to utilise the Exhibition Space allocated to it;
  - the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
  - the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organisers into disrepute;
  - the Exhibitor is in breach of any provision of this Contract, including without limitation its obligations in clauses 5 and 7 in relation to Infringing Goods, Prohibited Goods and recording of Images, or of the Exhibitor's Manual; or
  - the Exhibitor is in breach of any applicable local legislation, rules or regulations.
- Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically be cancelled forthwith. If this Contract is terminated under any of sub-clauses 11(2) to 11(8) above the Organisers shall be entitled forthwith to re-license the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organisers shall have the right to claim for the balance of the Fees and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organisers as a consequence thereof. Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately failing which such property shall be removed and the Exhibition Space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibition. Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in force after termination.

## 12. LIABILITY AND REFUNDS (PLEASE REVIEW THIS CLAUSE 12 CAREFULLY)

Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk.

The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of any breach of any of this Contract or the Exhibitor's Manual or any other default or negligence of, or any damage caused by, the Exhibitor and/or any of its Representatives.

All exhibits are brought to, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.

The Organiser shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor or any other person arising in connection with the Exhibition including, without limitation, (a) any theft, fire, (b) use of Security Room Services, (c) defect in the Exhibition Centre howsoever caused, (d) cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organisers, (e) any matter referred to in paragraph 3 & 4 of these Terms and Conditions, (f) any natural calamity or any act of God, howsoever arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from its booths and its portion of the shell scheme. Subject as below, the Organisers accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organisers or any other person by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services in the Exhibition's Official Directory or in any promotional material, information or thing produced or commissioned by the Organisers or that Exhibitor, (c) products displayed or sold by any exhibitor at the Exhibition, (d) the Organisers carrying out any of their obligations under this Contract or the Exhibitors' Manual, or (e) any loss or damage or any indirect or consequential loss caused by or arising from any of the equipment and computer systems (inclusive of hardware and software) of and services provided by the Organisers, by any supplier to the Organisers or by the Exhibition Centre Operator failing or being defective.

In the event that the Organisers postpone, change the venue of or otherwise make changes to the Exhibition under clause 4 or clause 10:

- the Contract shall continue to bind the parties;
- the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay the balance of the Fees, if any; and
- the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Exhibition. In the event that the Organisers cancel or permanently postpone the Exhibition under clause 10:
  - the Organisers shall refund the Fees paid to the Organisers by the Exhibitor after deducting an administrative fee to cover all costs reasonably incurred by the Organisers in relation to the Exhibition; and
  - the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any such cancellation of the Exhibition.

The Exhibitor acknowledges and agrees that the Organiser, its employees and contractors may take photographs/videos which could include images of the Exhibitor and its Representatives while attending the Exhibition. The Exhibitor hereby consents to and grants to the Organiser and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and licence to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that the Organiser is the sole and exclusive owner of all rights of the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its Representatives may have relating to or arising from the images or their use.

The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are no more than is reasonable to protect the Organisers as organisers of the Exhibition.

Nothing in this clause shall have the effect of limiting or excluding the Organisers' liability for fraud, or for death or personal injury caused by negligence of the Organisers to the extent it cannot be excluded or restricted at the relevant law under the Control of Exemption Clause Ordinance.

## 13. COMPLIANCE WITH LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licenses and the like as may be requisite to its participation in the Exhibition.

If relevant, the Exhibitor must also observe and comply with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) and any other international standards, regulations and legislations in respect of ethical slaughtering and conservation of endangered species, including but without limitation the standards issued by International Union for Conservation of Natures (IUCN).

## 14. PRIVACY POLICY STATEMENT FROM THE ORGANISERS

The Organisers take individual privacy seriously. This Statement explains their policies and practices.

The Organisers respect privacy of the Exhibitor and the Organisers will use their reasonable endeavour to:

- to implement computer, physical and procedural safeguards to reasonably protect the security and confidentiality of the personal data the Organisers collect;
  - to limit the personal data collected to the minimum required to provide better service;
  - to permit only properly trained, authorized employees to access personal data;
  - not to disclose the personal data to external parties unless the Exhibitor has agreed, the Organisers are required by law or any lawful request of any enforcement agencies or the Organisers have previously informed the Exhibitor.
- Information collection In order to provide better service to the Exhibitor and to fulfil the purposes set out in the next paragraph, the Organisers may collect certain information when the Exhibitor register with them or communicate with them. In the process, the Organisers may also collect personal information of individual contact persons of companies or their employees. As stated in the registration form, some of the requested information is mandatory and some of them the Exhibitor may provide voluntarily. If specific mandatory information is requested but not supplied, the Organisers may be unable to provide the requested service. The Organisers only retain personal data for so long as it is necessary for fulfilling the purposes set out in the next paragraph.

### (2) Use of information

The purposes for which information may be used by the Organisers include:

- processing applications for exhibiting at or visiting their trade fairs
- facilitating and enhancing their operations by incorporating the personal data into their database and conducting analysis, research and auditing based on the personal data
- promoting and notifying the Exhibitor of their trade fairs in Korea and around the world, and events or trade fairs organised by their affiliates and joint venture partners.
- distributing publications and research materials of their company
- marketing their services or products
- if necessary, facilitating legal proceedings, including collecting overdue amounts

## DIRECT MARKETING

The Organisers may use personal data of the Exhibitor, including its name, email address and physical address to conduct direct marketing in relation to the promotion of and invitation to their trade fairs in Korea and around the world, and events or trade fairs organised by their affiliates and joint venture partners, as well as the promotion of their services via fax, email, direct mail, telephone and other means of communication, or send e-newsletters to the Exhibitor. The Organisers will not so use the personal data of the Exhibitor unless the Organisers have received the Exhibitor's consent to the said intended use. The Exhibitor may choose not to receive promotional materials by simply telling the Organisers through the below contact details, and the Organisers will cease to do so, without charge.

### (3) Disclosure / Transfer of Data

The Organisers will keep the personal data they hold confidential but may provide or transfer the personal data to:

- their agents, advisers, auditors, contractors, and service providers in connection with their operations or services for facilitating and enhancing their operations and conducting analysis, research and auditing based on the personal data
- their overseas offices, affiliates, joint venture partners, which are also exhibition organisers, for the purpose of conducting direct marketing in relation to the promotion of and invitation to their trade fairs in Korea and around the world
- persons to whom the Organisers are required to make disclosure under applicable laws in or outside Korea

## 15. GENERAL

The Organisers reserve the right to set off any indebtedness of the Exhibitor to the Organisers against any indebtedness of the Organisers to the Exhibitor in each case on any account whatsoever.

No waiver by the Organisers of any of the provisions of these Terms and Conditions, of any of its rights hereunder or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by any Director of the Organisers. The Organisers' rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.

No waiver by or on behalf of the Organisers of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively. No remedy conferred by any of the provisions of these Terms and Conditions or the Exhibitor's Manual is intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor's Manual, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

These Terms and Conditions (including without limitation the obligations it contains to comply with the terms of, and to avoid putting the Organisers in breach of, other documents) together with the Exhibitor's Manual and this Exhibition Space Contract, supersede all prior agreements, negotiations and discussions between the parties. The Exhibitor may not rely on any representation, warranty, collateral contract or other assurance (except as set out in these Terms and Conditions and the Exhibitor's Manual) made by or on behalf of the Organisers before the Exhibitor's participation in the Exhibition, and the Exhibitor waives all rights and remedies which, but for this paragraph, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this paragraph shall limit or exclude any liability for fraud.

Time is of the essence in relation to these Terms and Conditions.

The headings in these Terms and Conditions have been inserted for reference only and do not affect their interpretation. Nothing in this Contract shall create a relationship of landlord and tenant as between the Organisers and the Exhibitor or give the Exhibitor any estate or interest in the Exhibition Space other than a non-exclusive licence.

The provisions contained in each clause, paragraph and subparagraph of these Terms and Conditions shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

In the event of any conflict between these Terms and Conditions and the Exhibitor's Manual, these Terms and Conditions shall prevail to the extent of any such inconsistency.

## 16. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in accordance with the laws of R.O. Korea and the Exhibitor submits to the non-exclusive jurisdiction of R.O. Korea's courts for all purposes relating to this Contract or the Exhibition.

## 17. SUPPLEMENTAL CLAUSES

Notwithstanding the provisions of clause 3, the Organisers reserve the right to issue supplementary regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual or the Rules and Regulations to the extent reasonable to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.