

RULES AND REGULATIONS

Organizer/Exhibitors/The Exhibition

- A) The term 'Organizer' means the organizer(s) of the exhibition which is Organizing Committee and in some cases together with Vietnamese, Chinese or other overseas organization(s).
- B) The term 'Exhibitor' means any organization, company firm or person who exhibit at the exhibition and shall include any labour, staff and agents of any such organization, company firm and person.
- C) The term 'The Exhibition' means the exhibition stated overleaf.
- D) The 'Expo Committee' means the joint governing body of the exhibition including organizer, co-organizer, host, sponsors and supporters.

Rules and Regulation:

Exhibitors shall be bound by the conditions, rules and regulations set forth in this agreement and any changes must be made in writing and signed by an authorized official of the Organizer, who shall have full power to interpret and to make or amend these rules, provided that such amendments and additions do not operate to diminish the rights reserved for the exhibitor under the contract/application, and shall not operate to increase liabilities of its host, sponsors, agents or employees. Exhibitor expressly acknowledges that no representations — whether oral or in writing — expressed or implied — have been made concerning the amount of business to be gained from the exhibition, its success or that the Expo Committee or any of its agents, employees or other entities allied with them have made any guarantees or assurances concerning the exhibition. Exhibitor further acknowledges that this document constitutes the entire agreement and the binding rules and regulations existing between the parties, and that he has been given no oral change or modification. No one is authorized to make any oral changes in this agreement.

Registration & Withdrawal of Participation:

Registration shall be deemed complete when the Application Form is received. The execution of the application is deemed conclusive evidence of the Applicant's agreement to pay the fees due. Applications cannot be cancelled 30 days prior to the Exhibition. The Organizer, Host and Sponsors, and their employees or agents are not required to refund any of the fees agreed to on the Application Form.

Rejection of Participation:

The Expo Committee, organizer, and host have the right to reject any participation within one month if the exhibitor is considered as late registrant, its business nature is not relevant to the expo topic, and any other conditions that the Organizer, Expo Committee and Host consider not appropriate for that particular exhibitor to participate. The Organizer will refund to that rejected exhibitor for the booth/space rental or attendee package fee received from them.

Terms of Payment

All payment must be paid in 4 months before the exhibition opening.

Reduction of Space:

For those exhibitors who reduce their original required space or change their requirement such as from constructed booth to indoor space, the Expo Committee will not refund to that exhibitor the payment difference, if any.

Cancellation, Re-schedule, Re-location:

In case the Expo Committee finds it necessary to cancel the said Expo due to any unforeseen reasons, the Expo Committee and its agents or employees shall not be liable to exhibitors for any loss, damage or delay resulting from such a cancellation other than the full refund of booth rental paid.

There will be no refund in case of cancellation of the exhibition due to:
- Cancellation by the Vietnamese host and sponsors which is out of the control of the organizer.

- Act of God or Governmental interventions.

The Expo Committee and its agents or employees shall not be liable to exhibitor for loss, damage or delay resulting from acts of war, civil commotion, strikes, lock-out, Government intervention or regulations, import or export restriction, Government's military activity or Act of God or any other circumstances which shall make it impossible or inadvisable for the Expo Committee to hold the exhibition at the time and place provided, the Expo Committee reserves the right to reschedule the exhibition for a later date. The Expo Committee reserves the right to re-locate the exhibition. The exhibitor acknowledges that the Expo Committee has sustained the damages and losses as a result of the foregoing as well and shall and does hereby waive all claims for damages or compensation or refund. The sums paid to the organizer as fees or otherwise in connection with the exhibition shall remain the property of the Organizer.

Refund of Booth/Space Rental to Withdrawn Exhibitors:

If an Exhibitor has to cancel his participation in the exhibition, he must notify the Organizer in writing and upon the approval of the Organizer, the booth/space rental or attendee package and other related services will be refunded according to the following schedule:

- Over 90 days before expo opening : 100% refund
- 90 to 60 days before expo opening : 50% refund + 50% retention
- 60 to 30 days before expo opening : 100% retention
- within 30 days before expo opening : no refund or retention

Note:

- "Retention" means that part of Exhibitor's booth/space rental which can be retained as
- future participation fee in the Organizer's other exhibition or
- advertising fee

If an Exhibitor cancels his participation within 30 days before expo opening, the booth/space rental will neither be refunded nor retained by the Organizer as everything has been fixed and all expenses have been occurred.

Additional Fee for Late Payment:

Since the Organizer has to guarantee an Exhibitor's space with Chinese counter-parts by means of payment, it is important to secure his confirmation before the Organizer's confirmation to the Chinese. For any late confirmation by means of late payment of booth/space/attendee package fee, additional fee will be charged according to the following schedule:

- 60 days-30 days before expo opening : 5%
- within 30 days before expo opening : 10%

Late Registrant:

Acceptance of late registration will be based on the availability of space and full payment must be made within two weeks after having got the approval of participation from the Organizer.

The Organizer reserves the right not to secure the space for late registrant who does not make payment within 2 weeks. For each week of delay of payment, a special handling fee of 1% of the participation fee will be charged to the late registrant.

Booth Allocation:

The Organizer shall allocate the space in accordance with the nature of exhibits or in the manner the Organizer deems fit. The Organizer reserves the right to change the space allocated to the Exhibitor at any time prior to the commencement of the build-up of the Exhibition should exceptional circumstances justify, and to alter the space to undertake other structural alterations as they deem fit. Such changes shall be at the discretion of the Organizer and the Exhibitor shall have no claim for compensation as a result of the changes.

Admission:

No Exhibitor shall be permitted to exhibit unless he has fully paid prior to the exhibition of all the fees agreed to.

The Expo Committee also reserves the right to refuse any non-exhibitors, children and unrelated visitors, in the interest of benefit and safety of the Exhibitors.

Attendance Hour/Badges:

Attendance hours shall be controlled solely by the Expo Committee who will specify hours, etc. The exhibition will be very exclusive. Only paid attendees, appointed persons of the exhibitors and specially invited guests will be allowed to receive the entry badges which are required to enter the Exhibition.

Admission shall by registration or badge (for Exhibitors), and identification badges shall not be transferrable.

Manpower:

"Manpower" means hiring of local staff to assist in the Exhibition site. All such manpower will be according local law hired.

Seminar:

Seminars and conference as well as the public presentation of briefings must be prearranged.

Selling of Exhibits / Business:

The Expo Committee would help the Exhibitors in selling their exhibits and arranging business meetings with potential buyers. However, the Expo Committee does not guarantee the success and the amount of business to be concluded.

Transfer of Right:

Rights of an Exhibitor shall not be assignable to any other firm, person and no Exhibitor may transfer or share the whole or any part of the booth/space contracted for, without the written approval from the Organizer.

Official Expo Directory:

The publisher of the director, the Expo Committee, its agents or employees will not be responsible for any errors or omissions on copy prepared and submitted by the advertiser or Exhibitor.

Company Listings:

The Organizer will allow an Exhibitor listing for each standard booth of 9 sqm. Each extra listing of an exhibiting company name costs US\$50.

Fire, Building and Safety Regulations:

Exhibitors are expected to comply with any fire, building and all Government rules and regulations.

All aisles and fire exits shall not be blocked or obstructed. According to the fire regulation, 0.5 metre from the front edge of the booth will be free from partition.

Electrical Fittings and Decoration Services:

For safety sake, all power lightings and other electrical fittings must be installed by the official contractor appointed by the Expo Committee at a reasonable charge.

Booth Contractor:

An official contractor will be appointed. However, an Exhibitor has the right to use his own contractor as long as the booth drawing and set up must be sent to the Organizer for prior approval.

Obstruction to Neighbouring Exhibits:

Exhibits shall not obstruct the view of adjoining exhibits nor be operated in any manner objectionable to other Exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibits. Photographs, radios or other sound devices operated in a manner objectionable to the Expo Committee shall be prohibited.

Unusual Promotion Manner:

Exhibitor shall not permit raffles, donations or other promotional measures that require members or guests to be present at a specified location and time, and all unusual promotional plans must be approved by the Expo Committee.

Removal of Exhibits:

No exhibitor will be allowed to remove his exhibits from the exposition floor prior to the official termination of the Exhibition. An Exhibitor shall have an authorized representative present at the exposition throughout the whole period of Exhibition and during the installation and dismantling of his exhibit.

Right of Possession:

During the term of this agreement and as long as the exhibit is on the exhibition site, the Organizer shall reserve the right to possession of all exhibits if there is any complaint from the Chinese authorities or any unsettled payment from the Exhibitor.

Insurance, Losses and liability:

The Expo Committee, its employee or agents, freight forwarder, booth contractor and travel agent are not responsible for any loss, theft or damage by fire or injury of any nature to any person or article. Reputable watchmen will be on duty day and night, but the Expo Committee, while taking all precautions against loss, will not guarantee against it and it is hereby expressly released from any liabilities for injury or damage therefrom.

The exhibitors are advised to cover those small displayed items by transparent cover or be chained. Loss of those articles may create a lot of problems, such as the Exhibitor might even have to pay duty for the lost items. From our understanding, Chinese are honest people. In past occasions, many international students and teenagers are found to have stolen items just for fun.

All Exhibitors shall hold responsibility to insure, indemnify and hold the Expo Committee, Organizer, sponsors, its employees or agents harmless in respect of all costs, claims, and any expenses incurred as a result of loss, or injury caused by the Exhibitors.

Third Party Liability Insurance:

Exhibitors are required to obtain insurance for all third party risk, and to ensure that the Organizer is added as a named insured in such insurance protection.

Arrangement of Visa:

The Expo Committee will assist Exhibitor in obtaining (without guarantee) visa for entrance into the country where the Exhibition is to be held. However, if the Exhibitor is unsuccessful in obtaining visa from the necessary Government authorities, it will not constitute a basis for cancellation of this contract/application. The Exhibitor, however, may substitute another party or company who meets the entry and Government formalities necessary for entry into the country where the Exhibition is to be held. Such substitution shall be the sole responsibility of the Exhibitor.

Delay of Shipment:

The Expo Committee, its agents or employees are not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and cleaning), into and out of the country in which the Exhibition is held. Exhibitors are urged to adequately insure all shipments.

Customs Clearance:

For uniform customs clearance, all freight must be handed over to the official freight forwarder when the exhibits entering the city of the Exhibition site. If any Exhibitor has to remove any exhibits from the Exhibition site, he must inform the official freight forwarder beforehand.

Governed Agreement:

Exhibitor acknowledges that this document constitutes the entire agreement and the binding rules and regulations existing between the parties, and that no change or modification hereto has been made orally. No one is authorized to make any oral changes in this agreement.

This agreement will be governed by and construed according to English law. Any disputes between the parties under this agreement hereby submit to the jurisdiction of the English courts.

Conduct On Site:

- A) From the beginning of installation through the period of the exhibition until the conclusion of dismantling, the exhibitor shall be responsible for the good conduct of all persons working on his stand.
- B) Gambling or any activity for which a special licence is required is not permitted.
- C) Exhibitors must not permit anything which causes a nuisance or, in the opinion of the Organizer, does not conform with the general standards of the exhibition.

Observance of Rules:

Every Exhibitor and every person employed directly or indirectly by him shall be bound by and must observe these rules and regulations in all aspects. The exhibitor must bring them to the attention of all his agents and contractors. Should he not do so, any claim arising from such a failure shall be met by him.

Exhibition Center:

All exhibitors are bound by the rules and regulations of the Exhibition Venue and all governmental bodies and authorities.

Furnished Constructed Booth will have:

| Booth Size (sq.m.) | 17 or less | 18 - 26 | 27 - 35 | SIZE 9 = N* |
|--------------------|------------|---------|---------|----------------|
| Spotlight | 2 | 4 | 6 | 2 x N |
| Power Plug | 1 | 2 | 3 | 1 x N |
| Information Desk | 1 | 2 | 3 | 1 x N |
| Chair | 2 | 4 | 6 | 2 x N |

