

**EXHIBITION PARTICIPATION AGREEMENT**

Application is hereby made to GSA Exhibitions Pte Ltd (hereinafter referred to as "the Organiser") by the Exhibitor for exhibition space at Global Security Asia 2009. This application shall be duly endorsed by the Exhibitor, and when accepted by the Organiser as indicated by their signature, will together with the attached rules and regulations, constitute the Exhibitor's Exhibition Participation Agreement with the Organiser for exhibition space. We, the Exhibitor named herein below have read the Exhibition Rules and Regulations on Page 3 and hereby agree to abide by them.

**DETAILS OF APPLICANT ("the Exhibitor")**

Company Name:	
Name of Representative :	
Billing Address:	
Tel/DID:	Fax:
Email:	Mobile:

**STAND DETAILS AND COSTS**

No	Description	Qty	Unit Price (\$\$)	Total (\$\$)
1				
2				
3				
				Subtotal
				GST(7%)
				Total

**INCORPORATION OF TERMS, RULES AND REGULATIONS**

The following documents shall form part of this Agreement. In the event of any inconsistency between them, the documents shall prevail over each other in the order set out below:

- a. the Terms set out in this Agreement,
- b. the Exhibition Terms and Conditions,
- c. the Rules and Regulations set out in the Exhibitor's Manual

The Exhibitor confirms that it has read the above documents in full. By signing this Agreement, the Exhibitor accepts the terms of this Agreement without reservation. The Organiser reserves the right to make further changes to the rules and regulations from time to time in relation to the Exhibition. Such rules and regulations shall be deemed to form part of this Agreement, and shall be binding on the Exhibitor.

<b><u>ON BEHALF OF THE ORGANISER</u></b>	<b><u>ON BEHALF OF THE EXHIBITOR</u></b>
Signature:	Signature:
Name:	Name:
(Date ___/___/___) D D M M Y Y	Designation :
	(Date ___/___/___) D D M M Y Y
<b>Company Stamp</b>	<b>Company Stamp</b>

Please return this Agreement to:

**GSA Exhibitions Pte Ltd**  
Shirley Chan, Project Manager  
7500A Beach Road, #12-323 The Plaza, Singapore 199591  
T: 65 6392 5328 ext 802, F: 65 6392 3098, M: 65 8383 8011, E: [shirley@globalsecasia.com](mailto:shirley@globalsecasia.com)

**COMMENCEMENT & PAYMENT**

The Exhibitor hereby makes an offer to the Organiser to participate in the Exhibition known as Global Security Asia 2009 (The Exhibition). This Agreement shall come into effect upon acceptance by the Organiser of the Exhibitor's offer to participate and delivery of this Agreement to the Exhibitor. Upon the Organiser's acceptance of the Exhibitor's offer, the Exhibitor will receive an invoice for payment and subsequently, the Exhibitor's Manual which contains further Rules & Regulations relating to the Exhibition.

**Payment Due Dates:**

Agreement sign on or before 17 September 2008

30 days from the date of invoice	25%	of full Contract Price
6 months prior to the Exhibition ie 18 September 2008	50%	of full Contract Price
4 months prior to the Exhibition ie 17 November 2008	25%	of full Contract Price

Agreement sign after 18 September 2008

30 days from the date of invoice	75%	of full Contract Price
4 months prior to the Exhibition ie 17 November 2008	25%	of full Contract Price

Agreement sign after 17 November 2008

Upon signing of Agreement	100%	of full Contract Price
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All payments must be made in full before the commencement of the exhibition. All cheque payments, credit transfer or electronic transfer must be made to the following bank account :

<b>BY TELEGRAPHIC TRAFER IN SINGAPORE DOLLARS</b>	<b>BY CHEQUE IN SINGAPORE DOLLARS</b>
Account Name: GSA Exhibitions Pte Ltd	
Account No :7232-147-129969-001	"GSA Exhibitions Pte Ltd " and send to : 7500A Beach Road,
Bank Name: The Hongkong and Shanghai Banking Corporation Limited	#12-323, The Plaza, Singapore 199591
Bank Address: 21 Collyer Quay #01-01 HSBC Building	
SINGAPORE 049320	
Swift code: HSBCSGSG	

**If payment terms are not met, the Organiser shall be entitled to terminate this Agreement forthwith and forfeit all sums paid by the Exhibitor. Exhibitors will not be permitted to start work on their stands until their account has been paid in full. The Organiser reserves the right not to allow the exhibitors to occupy their space or stands unless payment is received in full.**

**A) STAND RENTAL RATES**

Terrace Site		Island/Corner Site	
Space Only	S\$755 per m <sup>2</sup>	Space Only	S\$800 per m <sup>2</sup>
Space & Shell*	S\$830 per m <sup>2</sup>	Space & Shell*	S\$900 per m <sup>2</sup>
* Shell scheme comprises carpet, walls, fascia board, 13amp power point and basic lighting			

**B) FURNITURE PACKAGES**

<b>Package A – Suitable for 12m2 stand</b> <input type="checkbox"/> Comprises two lounges chairs, coffee table, lockable cupboard, 13 amp power point and wastepaper basket – <b>S\$200 per package</b>
<b>Package B – Suitable for 18m2 stand</b> <input type="checkbox"/> Comprises two lounges chairs, coffee table, desk and chair, lockable cupboard, 13 amp power point and wastepaper basket – <b>S\$270 per package</b>
<b>Package C – Suitable for 27m2 stand</b> <input type="checkbox"/> Comprises four lounges chairs, two coffee tables, desk and chair, 2x lockable cupboards, 13 amp power point and wastepaper basket – <b>S\$540 per package</b>

**Note : All rates and fees are subject to prevailing Goods and Services Tax (GST), where applicable, at the date of invoicing**

**C) REGISTRATION FEE**

To cover extra security arrangements, computerised registration systems and company listing in the exhibition catalogue, a flat fee will apply per exhibiting company based on the size of their stand as follows:

STAND SIZE	RATE
12 m2	S\$280
13-25 m2	S\$435
26-49 m2	S\$590
50-99 m2	S\$665
100m2 and above	S\$745

## EXHIBITION RULES AND REGULATIONS

**Organiser** - The Exhibition is organised by GSA Exhibitions Pte Ltd (“the Organiser”). All rights, power and discretion exercised by its Manager under this Agreement shall be deemed to be carried out as agent on behalf of the Organiser. The Organiser and the Exhibitor shall collectively be known as the “Parties” and each of them a “Party”.

**License** - Upon the payment of the full Agreement Price the Exhibitor will have a conditional and revocable licence (the “License”) 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. 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.

**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 3 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.

**Allocation Space Exceeded** -The Manager reserves the right to charge the Exhibitor for any space used by the Exhibitor in excess of the Allocated Space. If the Exhibitor fails to pay the said cost of the excess space used, the Manager shall remove and dispose of any property of the Exhibitor on the excess space and the Exhibitor shall indemnify the Manager for all costs incurred for such removal and disposal.

**Exhibiting Products** -Exhibiting products shall be limited to materials, products, or services of specific interest to registrants of the Exhibition. The Manager reserves the right to determine the eligibility of any material, product, or service or advertisement for exhibition and to limit the number of principals represented by the Exhibitor in an Allocated Space. The Exhibitor shall not exhibit any goods at the Allocated Space other than the Exhibiting Products.

**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 days 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 Exhibitors for any change or delay in the dates or duration of the Exhibition pursuant to this clause.

**Warranty** -The Exhibitor represents, warrants and undertakes to the Organiser and Manager that

- (a) it is entering into this Agreement as principal and not as an agent or nominee of any third party;
- (b) 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
- (c) 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.

**Admission** -The Exhibition shall be open to the Exhibitor and its authorized personnel during the Period (“the Show Hours”). The Exhibitor acknowledges that a nominal admission fee may be charged by the Manager. Notwithstanding the above, the Manager reserves the right to refuse admission to any person at its sole discretion and to make revisions to the Show Hours from time to time.

**Standfitting Services** -The Exhibitor shall fit out and equip the Allocated Space (“Standfitting Works”) in accordance with the requirements of the Manager and shall bear the cost of all Standfitting Works. For Products under the Shell Scheme, Standfitting Works shall be carried out by the Official Standfitting Contractor. Standfitting Works for all other Products may be carried out by either the Official Standfitting Contractor or a Contractor of the Exhibitor’s choice provided that such Contractor has been approved by the Manager in writing and has provided the Manager with a security deposit in such form and of such value as the Manager shall at its discretion decide.

**Organiser’s Initial :** \_\_\_\_\_ **Exhibitor’s Initial :** \_\_\_\_\_

**Electrical Works and Electricity Supply** - No structural or electrical work shall be undertaken except upon the prior written consent of the Manager and carried out by an Official Electrical Agreement or appointed by the Manager as described in the Exhibitor Manual.

**No Subletting** -The Exhibitor shall not assign, sublet or otherwise part with or share possession of the whole or any part of the Allocated Space without the Manager's written consent, regardless of whether any rental or other consideration is given for such use or permission.

**Termination** -The Manager may by notice in writing to the Exhibitor terminate the Licence immediately if:

- a. The Exhibitor is in breach of any of the terms of this Agreement;
- b. The Manager reasonably considers that the Exhibitor is carrying on activities in a manner prejudicial to the business of other exhibitors within the Hall or of such standard that it detracts from the character and/or quality of the Exhibition and the businesses of the other exhibitors;
- c. If the Hall shall become, in the opinion of the Manager, unfit for occupancy;
- d. The landlord or the head landlord of the Hall refuses consent to the granting of this Licence or subsequently requires its termination or lawfully requires possession of the Hall;
- e. If in the Manager's opinion the Exhibitor does not or is unable to perform or comply with any of its obligations under this Agreement, whereupon this Agreement may forthwith be terminated or cancelled by the Manager without the Organiser or the Manager being liable in damages or otherwise to the Exhibitor but without prejudice to any antecedent claim or breach under this Agreement; and
- f. In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation or having a Receiver or Administrator appointed in the respect of any of its assets.

**Force Majeure** -The Organiser and 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 Manager shall not be liable to the Exhibitor other than for a prorated refund of the Agreement Price paid by the Exhibitor on the basis of the number of exhibit days remaining. 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, 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, boycott 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.**

**Right to Reject or Prohibit** -The Manager may reject, restrict or prohibit the display of the Exhibiting Product, or the entry of the Exhibitor or its representatives into the Hall. Provided that if no cause is given by the Manager for such an order, the maximum liability, if any, of the Organiser or the Manager shall be the refund to the Exhibitor of a sum not exceeding the pro-rata amount of the Agreement Price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of such restriction, or prohibition.

**Right of Possession** -The Exhibitor hereby grants to the Organiser and Manager, for purposes of ensuring the due performance by the Exhibitor of its obligations under this Agreement, the right to take possession of all property of the Exhibitor, including the Products in the Hall or the Manager.

**Liability Limitation** -The liability, if any, of the Organiser shall under no circumstances exceed the amount of the total Agreement Price paid by the Exhibitor for the Licence herein granted. All persons appointed by the Manager to undertake any official tasks including the Official Standfitting Contractor and the Official Electrical Contractor are independent Contractors and are not agents of the Organiser.

**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.

**Revocation** -Upon termination of this Agreement the License granted is revoked and thereupon the Exhibitor shall immediately leave the Hall and remove all its Exhibiting Products and leave the Allocated Space clean and in a state of good repair. If the Exhibitor fails to do so, the Manager may remove any property left behind in the Hall by the Exhibitor, sell such property as agent of the Exhibitor and retain proceeds of sale of such property, provided that the Exhibitor collects the same within 7 days.

**Organiser's Initial :** \_\_\_\_\_ **Exhibitor's Initial :** \_\_\_\_\_

**Notwithstanding the above, the Exhibitor shall pay the Manager's charges for storing the property and shall indemnify the Manager against all costs and expense incurred in connection with such removal, sale or disposal and any claim by a third party to any such property so sold or disposed of.**

**Goods and Services Tax** -The Exhibitor agrees that all payments or consideration made pursuant to this Agreement are exclusive of any Goods and Services Tax levied under the Goods & Services Tax Act (Cap 117A) which shall where payable, be borne fully by the Exhibitor.

**Net of Taxes** -All payments due under this Agreement to the Manager by the Exhibitor shall be net of all taxes that may be levied on any government from time to time. To the extent that the Exhibitor is required to deduct or withhold any tax for any reason, the Exhibitor shall pay such additional amounts as is necessary to ensure that the Manager receives and retains a net sum of what it would receive had there been no such deduction or withholding required or made. The Exhibitor shall pay all required taxes to the tax authorities and obtain certificates from them evidencing payments of such taxes and forward the same to the Manager within 15 days of receipt of the said certificates. In the event that any interest or penalties are levied in respect of such tax payments by the tax authorities, the same shall be solely paid by the Exhibitor. Taxes as used herein, shall mean any present or future taxes, assessments or other governmental charges or taxes on income, capital gains, know-how, goodwill, payroll, property, sales, value-added tax, import duties, excise or other assessments by any taxing authority of any jurisdiction.

**Stamp and Other Duties** -The Exhibitor shall pay all stamp duties, legal fees and other charges for and incidental to the preparation and stamping of this Agreement and any costs and expenses incurred by the Manager in connection with this Agreement shall be paid by the Exhibitor.

**Exhibitor Manual and Floor Plan** -Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor's Manual and other documents supplied by the Manager from time to time. The Manager may at any time and from time to time make further rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Agreement, and shall be binding on the Exhibitor. The Manager shall be entitled to and may, from time to time, change the exhibit floor plan.

In the event of a conflict between the clauses herein and those set out in the Exhibitor's Manual, the Exhibition Rules and Regulations shall take precedence.

**Advertising Matter** -The Manager may prohibit the distribution of any advertising material for any reason whatsoever. Any form of advertisement by an Exhibitor is strictly limited to the Exhibitor's Allocated Space. Exhibitors are prohibited from hanging banners from the ceiling unless they have paid the Manager the relevant advertisement cost for the said banners. The Organiser shall issue a press release in relation to the Exhibition and undertake any form of advertisement for the Exhibition as it may decide in its sole discretion. The Exhibitors are permitted to hold promotions for their exhibits during the Exhibition provided that they have obtained the Manager's prior written approval in respect of the scope and duration of such promotions, which approval shall not be unreasonably withheld.

**Cancellation** – Except as otherwise provided herein, no refund of any money paid to the Organiser or Manager under any circumstances whatsoever shall be made. A Contracted Exhibitor requesting to cancel participation for any reason shall be liable to the following cancellation charges without prejudice to any other right or remedy available to the Organisers:

Up to 6 months prior to the Exhibition (i.e. before 17th September 2008)	25% of Contract Price
Between 6 and 4 months prior to the Exhibition (i.e. between 18 <sup>th</sup> September to 16 <sup>th</sup> November 2008)	75% of Contract Price
Less than 4 months prior to the Exhibition (i.e. after 17th November 2008)	100% of Contract Price

**All requests for cancellation must be made in writing and dated, this date being that which shall pertain in calculating the charge payable.**

**Liability and Risks** -The Exhibitor shall indemnify fully and effectively the Organiser and Manager and their respective shareholders and the lessor of the exhibition hall ("the Hall") against any or all costs, claims, demands, losses (including indirect and consequential losses), liabilities, charges, actions and expenses

- (a) relating to or arising from the use of the Allocated Space, or
- (b) as a result of any breach of any of the undertakings or obligations of the Exhibitor and its authorized persons under this Agreement.

The Exhibitor's aforesaid indemnity shall include:

- a. Any loss, damage or injury howsoever caused to any persons or property by the Exhibitor, its authorized Personnel or the Products; and

**Organiser's Initial :** \_\_\_\_\_ **Exhibitor's Initial :** \_\_\_\_\_ 5

b. Any loss, damage or injury howsoever caused including all direct or consequential loss or damage, to the Exhibitor's employees or agents, or the Products notwithstanding that such loss, damage or injury may arise from or be due to any defect in the Hall or the neglect or default of the Manager or its servants or agents or Contractors (including but not limited to Official Standfitting Contractor).

The Organiser, Manager and their respective directors, officers and agents shall not be held responsible for any theft, damage, loss or destruction howsoever caused to the Products, fixtures, fittings, goods or articles or things whatsoever placed, deposited, brought into or left in the Hall by the Exhibitor.

**Insurance Policy** -The Exhibitor shall effect and maintain insurance with an insurer approved by the Manager in such form and for such amount as may be required by the Manager from time to time and shall cause the Organiser and Manager and the lessor of the exhibition hall ("the Hall") to be named as joint insured under such insurance policies.

The Exhibitor shall punctually pay all premiums, costs and disbursements in respect of such insurance policy and to provide evidence of such payment upon demand failing which the Manager may effect such insurance and pay the insurance premiums, costs and disbursements and all monies so expended shall on demand be repaid to the Manager by the Exhibitor.

The Exhibitor shall not do or permit or suffer to be done anything to cause  
(a) such insurance policies to be rendered void or voidable, or  
(b) the rate of premium thereon to be increased.

The Exhibitor shall in such an event make good all loss or damage suffered by the Organiser and Manager and shall repay to the Organiser and Manager all sums paid by way of increased premiums and all expenses incurred by the Manager in the renewal of such policy or policies as a result of this clause by the Exhibitor without prejudice to any other rights of the Organiser and Manager.

**Safety, Fire, Health and Other Laws** -All fire, safety, health and other laws, rules and regulations and any other obligations imposed by the Manager, the competent authorities and agencies or the lessor of the Hall upon the Exhibitor shall be observed and complied with by the Exhibitor at the Exhibitor's expense.

**Prohibited Products** -No live military equipment, including munitions, aircraft armament, small arms ammunition and explosives, weapon systems, tactical missiles, rockets, and such items as may be prohibited by the Manager from time to time shall be brought into the Hall.

**Regulatory Approval** -The Exhibitor is solely responsible for ensuring that all governmental, statutory and other regulatory approval required for the Products (and its display) and the Exhibitor's participation in the Exhibition shall have been obtained prior to the date of the Exhibition.

**Severance** -If any term in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed to no longer form any part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected provided that if the Manager at its discretion decides that the effect of such severance is to defeat the original intention of the parties, the Manager shall be entitled to terminate this Agreement by giving thirty (30) days' written notice to the Exhibitor without prejudice to the rights and remedies of each Party against the other in respect of any antecedent breach under this Agreement .

**Remedies and Implied Waivers** -No failure or delay on the part of the Manager or the Organiser to exercise, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided by this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**Set-off Clause** -The Organiser and/or the Manager may deduct from or set-off against any money due or becoming due at any time from the Organiser or the Manager to the Exhibitor, under this or any other Agreement between the Exhibitor and the Organiser or the Manager or their related companies.

**Compliance Clause** -The Exhibitor shall comply with all conditions, rules and regulations prescribed by the Manager or the Organiser governing the use of the Allocated Space and the Hall and shall, upon the Manager's written request, forthwith take all necessary action and/or refrain from any further action which is, in the Manager's view, necessary to comply with any of its obligation and, forthwith provide any necessary information or document to evidence such compliance.

**Assignment Clause** -The Organiser and/or the Manager may assign or transfer or deal with its rights and obligations under this Agreement. The Exhibitor may not assign or transfer or deal with any of its rights or obligations under this Agreement, nor to suffer or permit any other person or company to have the use of the Allocated Space.

**Amendment Clause** -The rules and regulations herein shall be amended by the Manager from time to time after giving 7 days' prior written notice to the Exhibitor.

**Organiser's Initial :** \_\_\_\_\_ **Exhibitor's Initial :** \_\_\_\_\_

**Notices** -Any notice to be served on each Party shall be sent by prepaid recorded delivery or registered post to the address of the relevant Party shown at the head of this Agreement or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within seventy-two (72) hours of posting or twenty-four (24) hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee (with correct answerback).

**Headings** -The headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Agreement nor in any way affect this Agreement.

**No Third Party Benefit** -The Agreements (Rights of Third Parties) Act (Cap 53B) shall not apply to this Agreement. Nothing shall be deemed to confer any right to enforce any term of this Agreement on anyone not a party to this Agreement. This Agreement shall not be construed in any respect to be a Agreement or agreement in whole or in party binding upon anyone not a party to this Agreement.

**Entire Agreement** -This Agreement supersedes all prior agreements, arrangements and understandings between the parties whether written or oral relating to the subject matter hereof. No amendment to this Agreement shall be binding upon the parties unless made in writing and signed by both parties.

**Confidentiality** -The Exhibitor shall not disclose to any person any information in any form (including analyses, compilations, forecasts, studies, research, data, photographs, drawings, specifications, designs and software programs) provided by the Manager under this Agreement without the prior written consent of the Manager.

**Notwithstanding this, the Exhibitor may disclose such information to:**

- a. Its agents, servants or Contractors on a need to know basis Provided that such agents, servants and Contractors are first subject to the same confidentiality restrictions contained herein; and
- b. Any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which requires disclosure Provided that :
  - (i) if the Exhibitor, its agents, servants or Contractors shall become compelled by law to disclose such information, such party will immediately notify the Manager in writing of that fact so that the Manager may, if it wishes, seek to prevent that disclosure;
  - (ii) If the Exhibitor, its agents, servants and Contractors shall take such steps as the Manager shall require to prevent or minimise the scope of any disclosure; and
  - (iii) in any case, if the Exhibitor, its agents servants or Contractors are compelled to make disclosure, they shall disclose only that portion of the relevant information which must be disclosed; or
- c. Any other person to the extent such disclosure shall either already be known to such person not due to a breach of this clause or is a matter of public knowledge.

The provisions of this clause shall remain in full force and effect notwithstanding the termination or expiry of this Agreement for whatever reason.

**ON BEHALF OF THE EXHIBITOR**

This document must be signed by a Director or duly authorized Executive.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

Company Stamp : \_\_\_\_\_