



29 Aug - 1 Sep 2022

IMPACT Exhibition and Convention Center, Bangkok, Thailand

Power of Partnership

FULL NAME OF EXHIBITING COMPANY:

ADDRESS:

COUNTRY:

TELEPHONE:

FAX:

PERSON IN CHARGE OF EXHIBITION:

TITLE:

CONTRACT

EMS/OPP - XXXXXXXX

POSTAL CODE:

MOBILE:

E-MAIL:

EXHIBITOR CONTRACT DETAILS

STAND NUMBER	XXX		
IN DOOR RAW SPACE (MINIMUM 24 SQM)	USD 640 x	m ² , (X m x X m)	USD
IN DOOR SHELL SCHEME (MINIMUM 12 SQM)	USD 740 x	m ² , (X m x X m)	USD
	VALUE ADDED TAX (VAT) 7%		USD
	TOTAL COST		USD
	50% UPON SIGNING CONTRACT		USD
	50% BALANCE DUE ON JANUARY 31, 2022		USD

NOTE : The raw space and shell scheme include general cleaning and show promotion services.

PAYMENT : By crossed cheque, Bank draft or Telegraphic transfer and made payable to "GML Exhibition (Thailand) Co., Ltd." In appropriate currency, GML Bank A/C no. 7002130581, CIMB Thai Bank Public Company Limited, Siam Paragon Branch (Bank Code: 022 / Branch Code: 00208), 991 Siam Paragon Shopping Center (Fl. 5) Rama 1 Road, Pathumwan, Pathumwan, Bangkok 10330 Thailand, Telephone: +66 (0) 2 610 9742-5, Swift Code: UBOBTHBK

CANCELLATION OF EXHIBITION SPACE:

1. If Exhibitor wishes at any time prior to the Exhibition to cancel or reduce stand space allocated to it, then written notice of such wish, stating the reasons for such cancellation or reduction, must be given to the Organiser by Recorded Delivery Post. The Organiser shall have absolute discretion whether to accept or reject the Exhibitor's notice of cancellation or reduction. Cancellation or reduction shall take effect on the date the Organiser notifies the Exhibitor that they accept the Exhibitor's notice.

2. In the event that the Organiser accepts the Exhibitor's notice of cancellation or reduction of its stand space (but without prejudice to any other right or remedy available to the Organiser), to apply the following cancellation charges:

Time of Cancellation (Occurring before the commencement of the exhibition)	Cancellation Charge (% of total cost set out in Contract Form)
On or before 31 January 2022	50% of total cost (plus VAT if applicable)
After 31 January 2022	100% of total cost (plus VAT if applicable)

The cancellation charges may be deducted from money already paid by the Exhibitor. Any balance shall be returned without interest. If the money already paid by the Exhibitor is insufficient, the Exhibitor shall forthwith pay to the Organiser the balance of the cancellation charges.

3. The Exhibitor hereby acknowledges that the above amounts represent reasonable compensation for the costs incurred by the Organiser as a result of the Exhibitor's cancellation and that they do not represent a penalty.

We agree to abide by the terms and conditions overleaf, and the Rules and Regulations of the Organiser as specified in the Exhibitor's Manual and with any amendments which may be made by the Organiser and/or the hall landlord. To be completed by an authorized and responsible corporate representative of the exhibiting company. Please return this official contract to exhibit at Defense & Security 2022 by fax and mail to the organizer, GML Exhibition (Thailand) Co., Ltd. A copy of your contract will be returned following signed acceptance by the organizer together with an invoice specifying payment details.

HOW ORGANISER USES YOUR DATA

Organiser will send you relevant information from Defence & Security and other related events, products and services. You can unsubscribe at any time. Organiser will not share your data with third parties for marketing purposes without Your consent. Information that you submit to Organiser will be held in accordance with Organiser's privacy policy see [http://edm01.ubmthailand.com/2021/DES_2021/GML_Privacy_Policy_Statement_\(1\).pdf](http://edm01.ubmthailand.com/2021/DES_2021/GML_Privacy_Policy_Statement_(1).pdf). We may revise our Privacy Policy at any time without notice by posting a revised version on the link set out above. To stay up to date on any changes, check back periodically. If you have any questions about how we use your information please contact the Data Protection Co-ordinator, [info@asiandefense.com].

For and on behalf of:

Name of exhibiting company/organization:

Name:

Title:

Signature: x

Date: x

OFFICIAL USE ONLY

CONTRACT #

This contract is hereby accepted for and on behalf of the organizer of Defense & Security 2022

Name: Ms. Anuchana Vichvech

Title: Group Director

Signature: x

Date: x



GML Exhibition (Thailand) Co Ltd

428 Ari Hills Building 18th Floor, Phahonyothin Road, Samsen Nai, Phaya Thai, Bangkok 10400 Thailand

Tel: +66 (0) 2036 0500

Fax: +66 (0) 2036 0590, +66 (0) 2036 0599

E-mail: info@asiandefense.com

Website: www.asiandefense.com

89. Organizer cannot guarantee that a Directory shall operate continuously, securely or without interruption and Organizer does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Organizer reserves the right any time and for any reason to: (i) make alterations and/or corrections to, suspend and/or discontinue any aspect of the Directory; (ii) vary the technical specification of any Directory; and/or (iii) temporarily suspend and/or disable Client's and its Personnel's access to any Directory for the purposes of maintenance, upgrade or addressing any security concerns.

90. Organizer does not endorse or accept any responsibility for the use of, or content on, any other website linked or referenced within any Directory and Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with any use of, or reliance on, any content, products and/or services available on or through any other website.

91. Client acknowledges and agrees that use of a Directory shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the website on which such Directory is hosted.

92. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 8 (and/or any website terms of use and/or fair or acceptable use policies indicated on the website) prior to the Opening Date of the Event, Organizer reserves the right without liability to suspend and/or disable Client's and its Personnel's use of, access to, coverage within and benefits related to any Directory.

93. Organizer's total liability in connection with a Directory, however arising, shall be limited to the total amount of the Fees paid by Client in respect of such Directory only.

9. Specific terms relating to Devices

94. If Client orders any Devices as part of the Package, the terms of this Condition 9 shall apply. The Booking Form may specify that it is mandatory for Client to order Devices for use at the Event.

95. Client acknowledges and agrees that all Devices are provided by Organizer's nominated third party supplier (Device Supplier). Devices enable Client to engage with the lead capture services provided by Device Supplier and activation and use of the lead capture services shall require Client to agree and adhere to Device Supplier's terms of use. By agreeing to Device Supplier's terms of use, this creates a separate contract between Client and Device Supplier for the activation and use of such lead capture services. In the event that Device Supplier exercises any right to terminate Client's use of the lead capture services pursuant to its terms of use, all Fees paid by Client in respect of the Devices shall be non-refundable.

96. Client acknowledges and agrees that it shall obtain any required consents from an attendee of the Event before using any Devices to scan such attendee's badge.

97. Client acknowledges and agrees that Device Supplier shall host all data collected by Client and/or its Personnel in connection with the lead capture services in accordance with Device Supplier's terms of use. In particular, Client acknowledges and agrees that Device Supplier may be disclosing certain data that Client collects using the lead capture services to Organizer for the purposes set out in Device Supplier's terms of use.

98. Without prejudice to any other right or remedy it may have, if Client and/or any of its Personnel is in breach of this Condition 9, Organizer reserves the right without liability to insist that any Devices are no longer used by Client and/or its Personnel and are immediately returned to Device Supplier.

99. Client acknowledges and agrees that all Devices are provided to Client on Organizer's behalf by Device Supplier. Client shall collect and return any Devices in accordance with Device Supplier's instructions. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Organizer Group arising out of or in connection with any Devices that are not returned or that are damaged by Client and/or its Personnel. In the event of any fault, malfunction, failure or inaccuracy of any Devices or any other loss or damage arising in connection with any Devices and/or any capture services, Client should contact Device Supplier to resolve any issues. Client hereby waives any and all claims against Organizer that Client may have relating to or arising from any such issues. Organizer's total liability in connection with any Devices, however arising, shall be limited to the total amount of the Fees paid by Client in respect of the Devices only.

10. Visitor, delegate and Client's Personnel passes

10.1. Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Organizer's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client shall be supplied (either by Organizer or the Owners) with passes for its Personnel (as applicable) who are working at the Event and such passes must be produced by such Personnel on request at the Event. Organizer may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

11. Limitation of rights granted

11.1. Client's rights in relation to the Event and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website and/or social media the fact of its attendance and participation in the Event, including, without limitation, by providing a web link to the Event website, provided that Organizer may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to: (i) establish a website specifically relating to the Event, and/or (ii) otherwise promote or advertise its association with the Event and/or Organizer, except as expressly stated herein or with the prior written consent of Organizer. Notwithstanding the foregoing, Organizer grants to Client any right, permission or licence to use or exploit the Intellectual Property Rights of Organizer and/or any member of the Organizer Group.

12. Changes to the Event

12.1. Notwithstanding any other provision of this Contract, Organizer reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, location, Venue, opening hours, duration, dates and/or other timings of the Event. If any such changes are made to this Contract, Client shall be deemed to have agreed to them provided that the Package shall be amended as Organizer considers necessary to take account of such changes.

13. Cancellation and changing the date(s) of the Event by Organizer

13.1. Organizer reserves the right to cancel or change the date(s) of the Event at any time and for any reason (including, without limitation, if a Force Majeure Event occurs that Organizer considers makes it illegal, impossible, inadvisable or impracticable for the Event to be held).

13.2. In the event that the date(s) of the Event are changed to new date(s) that are within twelve (12) months of the originally scheduled Opening Date of the Event and/or the Event is cancelled but is reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Event on the new date(s) or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Event. For the avoidance of doubt, nothing in this Condition 13.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.

13.3. In the event that the Event is cancelled and is not reasonably expected by Organizer to be held at any time in the next Calendar Year (or, in the case of an Event that is held on a biennial basis, in the next two (2) Calendar Years), this Contract shall terminate without liability provided that, at Client's election, any portion of the Fees already paid shall be refunded or a credit note for the amount of the Fees already paid shall be issued and Client shall be released from paying any further portion of the Fees.

13.4. Client acknowledges and agrees that the provisions of this Condition 13 set out Client's sole remedy in the event of cancellation or the changing of the date(s) of the Event and all other liability of Organizer is hereby expressly excluded.

14. Cancellation by Client

14.1. The application for the Package is irrevocable by Client and, save as expressly stated in the Booking Form, Client has no rights to cancel this Contract. Save as expressly set out in these Conditions and/or in the Booking Form, no refunds shall be given and the Fees shall remain due and payable in full.

14.2. To the extent that the Booking Form expressly permits cancellation by Client, Client may cancel the Package on written notice to Organizer, except where Organizer has the right to terminate this Contract under Condition 15.1. Upon any such cancellation by Client, Client shall pay Organizer such cancellation fees as are stated in the Booking Form. For the purpose of determining any such cancellation fees, the relevant dates shall

be fixed by reference to the originally scheduled Opening Date of the Event and not any newly scheduled Opening Date of the Event that has been changed pursuant to Condition 13.2.

15. Termination

15.1. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) is in material breach of any of its obligations under this Contract and/or any other agreement between Client and any member of the Organizer Group and either the breach is irremediable or Client has not remedied the breach (if the same is capable of remedy) within fourteen (14) days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Event or any element of the Package being provided on a scheduled date), (ii) goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or (iii) is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Event and/or Organizer into disrepute. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Contract pursuant to this Condition 15.1, Organizer shall not be required to refund any Fees received from Client and Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and payable.

15.2. Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer: (i) determines in its absolute discretion that the provision of the Package to Client is not in the best interests of the Event and/or not in Organizer's legitimate commercial interests, (ii) is required by any law or instructed by any financial institution to cease trading, (iii) the number of exhibitors and/or in certain geographical locations, and/or (iii) decides to cancel the Event and does not wish for this Contract to continue in full force and effect pursuant to Condition 13.2. In the event that Organizer terminates this Contract pursuant to this Condition 15.2, any portion of the Fees already paid shall be refunded (where legally permissible) and Client shall be released from paying any further portion of the Fees. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination of this Contract pursuant to this Condition 15.2 and all other liability of Organizer is hereby expressly excluded.

15.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Organizer reserves the right without liability to close Client's exhibition stand, remove Client's Personnel from the Event, cover over any Materials and remove and sell/otherwise dispose of any exhibits or other property of Client (at Client's risk and expense). Organizer shall be free to re-sell any aspects of the Package as it may deem fit.

15.4. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.

15.5. Conditions 1, 3, 5.2, 7.4, 7.5, 8.8, 8.13, 9.6, 11, 13, 14, 15, 16, 19 and 20 shall survive termination of this Contract.

16. Liability and indemnity

16.1. Organizer does not make any warranty as to the Event and/or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitors, sponsor or attendee at the Event, and/or (ii) the number of exhibitors, sponsor or attendees participating in the Event, and/or (iii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Event and/or purchasing any element of the Package. Organizer further does not make any warranty as to (a) the condition of the Venue or any utilities that may be provided for use at the Venue, and/or (b) any products and/or services marketed, displayed or sold by any other exhibitor, sponsor or attendee at the Event and/or the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Event and/or transactions or other deals/arrangements with such other exhibitors, sponsors or attendees. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, representations and undertakings relating to the Event and the Package that are not expressly stated herein.

16.2. Organizer shall not be liable for any loss, damage, cost, claim or expense suffered or incurred by Client and/or any of its Personnel arising out of or in connection with the Event and/or the Package, including, without limitation, the provision of utilities, AV, security rooms/cloakrooms, inspection/health and safety auditing of exhibition stand/shell scheme plans, stand-building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors and/or the Owners. Without limitation to the foregoing, Client acknowledges and agrees that services provided to Client by the Owners' and/or Organizer's mandated, official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).

16.3. Subject to Condition 16.6: (i) Client expressly assumes all risks associated with, resulting from or arising in connection with Client's and its Personnel's participation in and/or presence at the Event, (ii) neither Organizer nor any member of the Organizer Group shall be liable for any (a) indirect, consequential, special, incidental or punitive loss or damage, loss of actual or anticipated profits or income, loss of business, loss of goodwill, loss of reputation, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of, injury to, illness or of damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and (iii) Organizer's (and any member of the Organizer Group's) maximum aggregate liability to Client and its Personnel under this Contract or otherwise in connection with the Event and/or the Package, however arising, shall be limited to the total amount of the Fees paid by Client.

16.4. Client shall indemnify Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer and/or any member of the Organizer Group arising out of or in connection with: (i) any loss of or damage to any property or injury to, illness or death of any person caused by any act or omission of Client and/or its Personnel, (ii) any third party claim that either the display of any exhibits (including, without limitation, counterfeit goods) by Client and/or its Personnel at the Event and/or any Directory and/or the receipt and/or use of the Materials and/or the Directory Content in connection with the Package constitutes an infringement of the Intellectual Property Rights of any third party, (iii) any breach by Client and/or its Personnel of any law, (iv) where Client receives any Data List as part of the Package, any failure of Client and/or its Personnel to comply with Condition 5.2, and (v) where Client shares the Space with any third party pursuant to Condition 6.7, any act or omission of any such Space sharer and/or such Space sharer's Personnel.

16.5. Organizer shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or Materials as contemplated by this Contract. For the avoidance of doubt, nothing in this Condition 16.5 shall excuse Client from the payment of the Fees under this Contract.

16.6. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.

16.7. Client acknowledges and agrees that, in light of the Fees, the provisions of this Condition 16 are no more than is reasonable to protect Organizer as the organizer of the Event and the provider of the Package.

17. Insurance

17.1. Client is required to be adequately insured in relation to its activities under this Contract, including, without limitation, Client's participation in the Event (move-in through move-out). Without limitation to the foregoing, Client shall itself take out and maintain at all times both public liability insurance and employee liability insurance with a recognised insurer against personal injury, death and damage to and/or loss of property for not less than the minimum amounts set out in the Manual per occurrence or claim. Organizer shall be entitled to inspect Client's insurance policies and receipt(s) for payment of premium on request.

17.2. Client shall ensure that any contractors engaged by Client in connection with the Event (move-in through move-out) are adequately insured. Without limitation to the foregoing, Client shall ensure that any such contractors take out and maintain at all times both public liability insurance and employee liability insurance with a recognised insurer

against personal injury, death and damage to and/or loss of property for not less than the minimum amounts set out in the Manual per occurrence or claim. Organizer shall be entitled to inspect any such contractors' insurance policies and receipt(s) for payment of premium on request.

17.3. To the extent that Client is permitted to share the Space pursuant to Condition 6.7, the provisions of Conditions 17.1 – 17.2 (inclusive) shall apply to any such Space sharer(s) in the same way as they apply to Client.

17.4. In the event that satisfactory evidence of insurance cover is not provided, Organizer shall be entitled to cancel Client's right of participation immediately (including, without limitation, the right to use the Space sharer's) and Client shall not be entitled to any refund.

18. Sustainability

18.1. Organizer strives to achieve efficiency and excellence at the Event by conducting its business operations in a sustainable manner. To help achieve this, Client shall comply with all sustainability requirements set out in the Manual or as otherwise notified to Client by Organizer in writing (acting reasonably).

19. General

19.1. Organizer reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.

19.2. From time to time, Organizer, the Owners and their respective Personnel may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). Organizer shall not be liable for any loss, damage, cost, claim, expense or inconvenience suffered or incurred by Client and/or any of its Personnel arising out of or in connection with any matter relating to the Works.

19.3. Client acknowledges and agrees that Organizer and each member of the Organizer Group shall have a perpetual, irrevocable, non-exclusive, worldwide licence and right to collect and maintain, and to reproduce, publish, display, transmit, distribute, adapt, create derivative works from, syndicate and otherwise exploit or use, commercially or otherwise, in any medium, any and all: (i) analytics data captured at or in connection with the Event and/or any part of the Package (including, without limitation, Event footprint, attendee, user or online behaviours and usage data relating to any Directory, Devices and/or any lead generation/match-making initiatives), and/or (ii) Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel at or in connection with the Package, the Event and/or any other events owned, organized, managed or operated by Organizer and/or any member of the Organizer Group (in each case whether prior to, concurrently with, or following the entering into of this Contract) (together, both (i) and (ii) being the Data). The foregoing shall include, without limitation, Organizer and each member of the Organizer Group being entitled to use, repurpose and reproduce the Data to create, develop, sell or otherwise make available products, services or works in any media or form (whether physical, digital or intangible) now known or later developed (which may include, without limitation, incorporating all or any part of any Materials, Directory Content and other information and/or materials displayed or made available by Client and/or its Personnel into such products, services or works).

19.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.

19.5. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.

19.6. Each party acknowledges and agrees that this Contract constitutes the entire agreement between the parties in relation to the Event and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.

19.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Organizer. Organizer shall be entitled to assign any and all of its rights under this Contract to any member of the Organizer Group and the consent of Client shall not be required. Organizer shall be entitled, without the consent of Client, to sub-contract any and all of its obligations under this Contract to any member of the Organizer Group or any third party contractor assisting Organizer with the staging of the Event and/or the facilitation of the Package.

19.8. No failure by either party in exercising any right or remedy shall operate as a waiver of the same. No waiver by either party of any breach by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Contract. The rights and remedies under this Contract are cumulative and are not exclusive of any rights or remedies provided by law.

19.9. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 19.9 shall not affect the validity and enforceability of the rest of this Contract.

19.10. Unless it is expressly stated otherwise, this Contract does not give rise to any rights for a third party to enforce any term of this Contract. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

19.11. Organizer reserves the right to set off any indebtedness of Client to Organizer against any indebtedness of Organizer to Client, regardless of whether any such indebtedness arises pursuant to this Contract or otherwise.

19.12. Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, e-mail).

20. Governing law and jurisdiction

20.1. This Contract shall be governed by and construed in all respects in accordance with the laws of Thailand and the Client submits to the non-exclusive jurisdiction of the courts of Thailand for all purposes relating to this Contract.

We agree to abide by the Terms & Conditions as stated above;

Company Stamp/Name & Authorized Signature : _____

Authorized Person's Name (BLOCK LETTERS): _____

Company Registration Number: _____ Date: _____

