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World ATM Congress 2018

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Madrid, Spain
IFEMA, Feria de Madrid

Venue:

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Terms and Conditions

1. Definitions

In these terms and conditions:

Agreement means these terms and conditions, the Contract Form and the Exhibitor Technical Manual;

Cancellation Charge means the charges set out in the Contract Form payable for any cancellation of the Stand Space;

Confidential Information shall have the meaning given in Clause 15;

Contract Form means the form to be completed and signed by the Exhibitor;

Exhibition means the event described in the Contract Form;

Exhibitor means the person, firm or company whose details are specified in the Contract Form;

Exhibitor Branding means such branding as may be provided by the Exhibitor to the Organizers in connection with the Exhibition;

Exhibitor Technical Manual means such packet containing information about the Exhibition as may be made available by the Organizer to the Exhibitors in advance of the Exhibition;

Exhibits means such objects and materials including but not limited to marketing and promotional materials as may be displayed and/or handed out to Exhibition visitors by or on behalf of the Exhibitor;

Fees means together, the Stand Space Fee, the Registration Fee and any applicable taxes;

Exhibitor Insurance: Exhibitor General Liability Insurance and Multi-Fair Casualty Insurance are provided by World ATM Congress and the cost for such insurance is part of exhibit space fees.

Organizer means **World ATM Congress** or its permitted assignees;

Organizer Branding means such branding as may be provided by the Organizer to the Exhibitor for use by the Exhibitor in connection with the Exhibition;

Registration Fee means the registration fee set out in the Contract Form;

Shell Scheme means the stand frame and any other related structure or display in the Stand Space as offered by the Organizer as may be more fully described in the Exhibitor Technical Manual;

Stand Share means any third party trader or company wishing to share the

Stand Space with the Exhibitor;

Stand Space means any area in the Exhibition licensed to the Exhibitor in accordance with this Agreement;

Stand Space Fee means the fee payable for the Stand Space as set out in the Contract Form; and

Venue means the venue at which the Exhibition is held, as set out in the Contract Form or otherwise notified by the Organizer to the Exhibitor in writing.

2. Application and Agreement

2.1. The Exhibitor warrants, represents and undertakes that it shall provide comprehensive and complete details on the Contract Form of the intended purpose of the Stand Space and all Exhibits which it intends to use on the Stand Space.

2.2. The Organizer may at its absolute discretion accept or refuse the Exhibitor's application for Stand Space made by submission of a signed Contract Form.

The Exhibitor acknowledges and agrees that a bidding contract will be formed upon the sending of the Organizer's written acceptance of such application the Exhibitor.

2.3. Subject to Clause 16.9 below, the Contract Form, these terms and conditions, Letter of Intent, and the Exhibitor Technical Manual shall form the entire agreement between the parties. Each party confirms that it has not relied on any prior representations or negotiations in entering this Agreement.

2.4. In the event of conflict between the documents forming this Agreement between parties, the following order of priority shall apply:

2.4.1. The Contract Form; followed by 2.4.3. The Letter of Intent; followed by 2.4.2. these terms and conditions; followed by 2.4.4. the Exhibitor Technical Manual.

3. Allocation and Licence of Stand Space

3.1. The Stand Space is licensed to the Exhibitor (in common with the Organizer and all others authorised by the Organizer) on a non-exclusive basis in accordance with this Agreement. The term of this licence shall be for the duration of the Exhibition (and for such reasonable time spent in promptly removing the Exhibits and marketing material from the Stand Space after the Exhibition has concluded in accordance with Clause 8 below) or until the licence is otherwise terminated or cancelled in accordance with this Agreement.

3.2. The Exhibitor is not permitted to sub-license the Stand Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Stand Space without the prior written consent of the Organizer in accordance with Clause 7 below.

3.3. The Organizer reserves the right to determine, and if it deems necessary, alter at its sole discretion:

3.3.1. The location and/or size of the Venue; 3.3.5. The Stand Space allocated to the Exhibitor and its location;

3.3.2. The opening hours for the Exhibition; 3.3.6. The layout of the Exhibition generally;

3.3.3. The term or duration of the Exhibition; 3.3.7. The entrances and exits to and from the Exhibition; and

3.3.4. The date or dates on which the Exhibition is to be held; 3.3.8. Any and all other technical or administrative details in respect of the Exhibition.

3.4. The Organizer will use reasonable endeavours to notify the Exhibitor of any changes or alterations to the Stand Space, its location or the Exhibition as a whole which materially and detrimentally impact on the Exhibitor's rights under this Agreement. The Exhibitor acknowledges and agrees that such changes and alterations may be required to be made by the Organizer to benefit and safeguard the value of the Exhibition as a whole, to the potential detriment of any individual Exhibitor(s). In the unlikely event that any material changes or alterations are detrimental to the Exhibitor, the Exhibitor further acknowledges and agrees that the Organizer may at its discretion and without obligation apply a pro rata reduction to the Fees or part of them to compensate the Exhibitor for any material detriment so offered.

4. Fees and Payment

4.1. The Exhibitor agrees to pay the following Fees in accordance with the amounts & payment terms set out in the Contract Form:

4.1.1. The Stand Space Fee;

4.1.2. The non-refundable Registration Fee (payable in order to register as an Exhibitor for the Exhibition);

4.1.3. Registration Fees for additional exhibition staff

4.2. Unless otherwise agreed by the parties and stated on the Contract Form, Fees shall be paid by the Exhibitor within 30 days of the date of the

Organizer's invoice for such Fees. If a shorter payment period for payment of Fees (or part of them) is agreed by the Exhibitor and recorded on the Contract Form, such shorter period shall apply save that in all cases Fees shall in any event be paid at least 24 hours before the commencement of the Exhibition. Time shall be of the essence regarding payment of Fees.

4.3. Without prejudice to any other right or remedy that it may have, in the event the Exhibitor fails to meet any payment obligations, (whether as to the amounts or date of payment), then the Organizer shall be entitled in its sole discretion to deem that the Exhibitor has cancelled its requirement for Stand Space and to exercise its rights pursuant to clauses 11.1.2 (Cancellation Charges) and 11.3 (Re-allocation of Stand Space).

4.4. The Fees and any Cancellation Charges are stated as being exclusive of VAT which shall be payable, if applicable, by the Exhibitor in addition.

4.5. If any amounts payable under this Agreement are not paid to the Organizer by their due date for payment (whether Fees, Cancellation Charges or otherwise), then the Organizer shall be entitled to charge interest on such sum from the due date for payment as the annual rate of 3% above the USA Prime Lending Rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after judgment.

5. Stand Space and Exhibits

5.1. The Exhibitor shall abide by and observe all requirements, laws, rules and regulations (including but not limited to those set out in the Exhibitor Technical Manual) whether imposed by the Organizer, the proprietors or managers of the Venue or any municipal, governmental or other competent authority. The Organizer agrees to provide the Exhibitor with reasonable notice of any material change in the requirements, laws, rules and regulations from the date of this Agreement which impact on the Exhibitor.

5.2. The Exhibitor acknowledges and agrees that it is a condition of this Agreement that it uses the official contractors appointed by the Organizer as detailed in the Exhibitor Technical Manual. Official Contractor rates are as set out in the Exhibitor Technical Manual, or as otherwise notified in writing by the Organizer. The Exhibitor shall be directly responsible for payment for all contractor services used by the Exhibitor (including without limitation any electricity consumed by the Exhibitor's Stand Space) and the supervision of such services.

5.3. Plans for specially built stands or displays, other than those for Stand Space using a Shell Scheme, must be submitted by the Exhibitor to the Organizer or its appointed representative in good time for approval before construction is ordered or commenced.

5.4. If in the opinion of the Organizer, the Exhibitor's stand, Shell Scheme, or other display extends beyond the allocated Stand Space or is otherwise not in compliance with this Agreement, the Organizer may at its sole discretion: (i) charge the Exhibitor for the extra Stand Space so occupied at the prevailing rate, or (ii) require the Exhibitor to move or alter its stand or Shell Scheme so that the allocated Stand Space is not exceeded and the Exhibitor agrees to pay all costs and expenses related thereto.

5.5. The Exhibitor shall be entitled to exhibit only those Exhibits specified in the Contract Form or otherwise prior approved by the Organizer in writing. If the Organizer determines, as its sole discretion, that an Exhibit is inappropriate for the Exhibition then the Exhibitor shall remove such Exhibit immediately upon receiving notice from the Organizer.

5.6. The Exhibitor must not erect its Exhibits in a manner which would, in the opinion of the Organizer, obstruct the light or impede the view along the open spaces or aisle of the Exhibition or cause inconvenience for or otherwise affect the display of any other Exhibitor.

5.7. Any marketing materials and all materials used for building, decorating or covering stands or displays must consist of nonflammable material. The Exhibitor must comply immediately with all instructions given by the relevant authorities or the Organizer to avoid the risk of fire or any other risk of injury or damage to property.

5.8. Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors or other Exhibitors and any music or other noise shall be at such a level so as not to cause nuisance or discomfort to visitors and other Exhibitors. In addition, the Exhibitor shall reduce the volume or switch off any music or other sound source immediately if required to do so by the Organizer.

5.9. The Organizer and any other person either authorised by the Organizer or having an interest in the premises shall without notice be entitled to access at all reasonable times before, during and after the Exhibition the Exhibitor's Stand Space and for this purpose the Organizer or any such person shall be entitled to use such force as may be reasonably necessary and (subject to clause 14.5) without incurring any liability whatsoever to the Exhibitor.

5.10. The Exhibitor must occupy the Stand Space allocated to it no later than 15:00 hours the day prior to the opening time of the Exhibition. In the event that the Exhibitor fails to do so, then (without prejudice to the Organizer's other rights and remedies) the Organizer shall be entitled to deem that the Exhibitor has cancelled its requirement for the Stand Space and to exercise its rights

pursuant to clauses 11.1.2 (Cancellation Charges) and 11.3 (Re-allocation of Stand Space).

5.11. Details of Exhibition hours are set out in the Exhibitor Technical Manual or are otherwise notified in writing by the Organizer. During these times the Exhibitor shall ensure that: (a) the Stand Space is adequately staffed by the Exhibitor's authorised personnel and/or representatives; (b) the Exhibits are all operational and/or displayed (as the case may be); and (c) the Exhibitor is ready and able to conduct business.

5.12. Save for canvassing by the Exhibitor on its own Stand Space in the normal course of its business, any other canvassing anywhere in the Exhibition is strictly prohibited. The distribution or display by the Exhibitor of printed or other placards, handbills or circulars or other articles except by the Exhibitor on its own Stand Space is prohibited, except by prior written agreement with the Organizer.

5.13. The Exhibitor shall be responsible and liable for obtaining appropriate consents to and licences for its use of all intellectual property rights in any Exhibits or other materials used in connection with the Exhibition.

6. Exhibitor's Representatives and Passes

6.1. The Exhibitor shall supply to the Organizer the name of at least one person to be its representative in connection with the installation, operation and removal of the Exhibits and shall ensure that such person is available to be contacted by the Organizer at all times during the opening hours of the Exhibition and reasonably available at other times during the Exhibition period.

6.2. In order to ensure only official access to the Exhibition areas, the Exhibitor and any authorised personnel and any permitted contractors will be issued with non-transferable passes. No admission to the Exhibitor areas will be allowed unless this pass is presented. The Exhibitor will be required to provide the Organizer, by date specified in the Exhibitor Technical Manual, with a list detailing the personnel who will be present at the Stand Space and/or around the Exhibition and/or any permitted contractors and the day(s) on which each person is likely to be in attendance. The Exhibitor shall be liable for all & any unauthorized use of the passes issued to the Exhibitor.

6.3. The Exhibitor shall be responsible and liable for the conduct of all personnel and any other person associated or connected with the Exhibitor. The Organizer reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence or behavior is undesirable and/or potentially unlawful, harmful, disrespectful and/or causing a nuisance to other Exhibitors and/or Exhibition visitors and the Organizer may exercise such right notwithstanding that any such person is the employee, agent or permitted contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

7. Stand Sharing

7.1. If the Exhibitor wishes to have any Stand Sharer at the Stand Space, then it shall send a written request to the Organizer using the Stand Sharers Form in the Exhibitor Technical Manual or otherwise made available from the Organizer provided that such Stand Sharer shall be subject to the prior written approval of the Organizer (to be withheld or conditioned at its sole discretion).

7.2. Notwithstanding any stand sharing arrangement, the Exhibitor shall remain fully and wholly liable for the full amount of the Fees. The Exhibitor shall ensure that any approved Stand Sharer complies with this Agreement and the Exhibitor shall be responsible and liable for any act, omission or default of such Stand Sharer and shall indemnify and keep indemnified the Organizer against any damages, losses, costs or expenses the Organizer may incur in connection with any Stand Sharer.

8. Removal of Exhibits and Marketing Materials

8.1. The Exhibitor shall comply with all provisions of the Exhibitor Technical Manual in relation to the removal of Exhibits and dismantling of the contents of the Stand Space. All movements of Exhibits in and out of the Exhibition must be handled by the official contractors specified in the Exhibitor Technical Manual.

8.2. In order to comply with health and safety regulations, no Exhibit shall be packed, removed or dismantled during Exhibition hours or prior to the closing of the Exhibition without the prior written permission from the Organizer.

8.3. The Organizer reserves the right in its absolute discretion at any time to require the Exhibitor to remove (or to itself remove) any Exhibit (whether specified on the Contract Form or not) which is being displayed at the Exhibition if the Organizer reasonably believes that such Exhibit contravenes any provision of this Agreement or is otherwise potentially unlawful, harmful, disrespectful and/or may cause a nuisance to any person.

8.4. The Exhibitor will be liable for all storage and handling charges imposed by the Organizer acting reasonably which result from the Exhibitor's failure to remove all Exhibits from its Stand Space in accordance with this Agreement.

8.5. The Exhibitor must surrender any occupied Stand Space in its original condition. The Exhibitor shall on demand indemnify and keep indemnified the Organizer for any damage caused by the Exhibitor, its employees, agents or contractors, or any Stand Sharer to the Venue and/or to any Stand Space or Shell Scheme occupied by the Exhibitor, or any possessions or property of other Exhibitors.

9. Insurance

9.1. As the event Organizer's Exhibitor General Liability Insurance and Multi-Fair Casualty Insurance are provided by World ATM Congress and the cost for such insurance is part of exhibit space fees.

10. Use of Branding

10.1. Subject to the Exhibitor complying with the provisions of this Agreement and any branding guidelines set out in the Exhibitor Technical Manual or otherwise provided in writing to the Exhibitor, the Organizer hereby grants the Exhibitor a non-exclusive, non-transferable, royalty-free, revocable, worldwide licence for the period of time between the date of the Agreement and the end of the Exhibition, to use the Organizer Branding solely and strictly for the purpose of reasonably promoting, marketing and advertising its participation in the Exhibition.

10.2. Subject to the Organizer complying with the provisions of this Agreement, the Exhibitor hereby grants the Organizer a nonexclusive, no non-exclusive, non-transferable, royalty-free, revocable, worldwide licence, to use the Organizer Branding solely and strictly for the purpose of reasonably promoting, marketing and advertising the Exhibition and the Exhibitor's involvement in the Exhibition.

11. Exhibitor's Cancellation or Modification of Stand Space

11.1. If the Exhibitor wishes at any time prior to the Exhibition to cancel its Stand Space, it shall:

11.1.1. Provide immediate written notice to the Organizer; and
11.1.2. Pay the Cancellation Charge within 30 days of the date of the Exhibitor's written notice under Clause 11.1.1 or within 14 days of the Organizer's invoice for such Cancellation Charge, whichever is the sooner.

11.2. If the Exhibitor wishes to modify its Stand Space it shall send a written request to the Organizer, stating the reason for the proposed modification, which the Organizer shall be entitled to accept, reject or condition at its reasonable discretion. Such conditions may include (but not be limited to) the payment of additional Fees if the modification will result in additional requirements in connection with the Stand Space or the payment of Cancellation Charges if the modification will result in significantly reduced requirements for Stand Space.

11.3. In the event that:

11.3.1. The Exhibitor provides notice of cancellation under Clause 11.1;

11.3.2. The Exhibitor's modification pursuant to Clause 11.2 results in a reduction of Stand Space;

11.3.3. The Organizer deems that the Exhibitor has cancelled its requirement for the Stand Space in accordance with Clauses 4.3 and/or 5.10; and/or

11.3.4. The Exhibitor is in breach of this Agreement; then the Organizer shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organizer) to re-allocate or resell the Stand Space which had been allocated to the Exhibitor. In the event that the Exhibitor modifies its Stand Space in accordance with the provisions of 11.2 above, and then subsequently attempts to cancel such Stand Space, the Organizer shall in its sole discretion be entitled to apply the Cancellation Charge relevant for (i) the original, unmodified Stand Space; or (ii) the modified Stand Space.

11.4. The Exhibitor hereby acknowledges that the Cancellation Charge represents a reasonable pre-estimate of the likely losses and costs that would be incurred by the Organizer as a result of the Exhibitor's cancellation or modification and that they do not represent a penalty. For the avoidance of doubt, the Organizer is not required to mitigate its losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where the Organizer is able to reallocate or resell the Stand Space.

12. Postponement and Cancellation by Organizer

12.1. The Organizer shall be relieved of its obligations under this Agreement in the event that the holding of the Exhibition by the Organizer, the performance by the Organizer of any of its material obligations under this Agreement and/or the attendance at the Exhibition by the Exhibitors and/or any other exhibitor and/or any visitors is impossible, illegal or substantially or materially interfered with, due to any cause or causes beyond the reasonable control of the Organizer or the providers of the Venue 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 advice 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 Venue becomes unavailable and/or unfit for occupancy and/or use ("force majeure").

12.2. In the event of force majeure, the Organizer may cancel, postpone or bring forward the Exhibition or change the Venue or otherwise alter the Exhibition.

13. Termination

13.1. This Agreement may be terminated by the Organizer at any time by

written notice to the Exhibitor upon the occurrence of any of the following events:

13.1.1. The Exhibition is cancelled in accordance with Clause 12 above;

13.1.2. The Organizer is not satisfied that proper use is being made of the Exhibitor's rented space during the build up period or at any time during the term of the Exhibition.

13.1.3. The Exhibitor fails to arrange insurance cover in accordance with the provisions of Clause 9;

13.1.4. Payment of Fees is not made by the Exhibitor in accordance with this Agreement;

13.1.5. The Exhibitor is or becomes for any reason unable to utilise the Stand Space;

13.1.6. The Exhibitor ceases to carry on business, becomes insolvent or, 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 from enforcement of security or legal process or repossession or any event analogous to any of the above in any jurisdiction;

13.1.7. The Exhibitor or relevant attending employees, contractors or other of its personnel is or are convicted of any criminal offence or otherwise so conduct itself/themselves so as to bring itself, the Exhibition or the Organizer into disrepute;

13.1.8. The Exhibitor is in breach of any provision of this Agreement;

13.1.9. The Exhibitor is in breach of any applicable local legislation, rules or regulations.

13.2. Upon termination of this Agreement for any reason, any allocation of the Stand Space shall automatically be cancelled forthwith.

13.3. If this Agreement is terminated under any of Clauses 13.1.2 to 13.1.9 inclusive above then: (i) the Organizer shall be entitled to re-allocate and/or resell the Stand Space; (ii) all payments made in respect of the Stand Space shall be retained by the Organizer and forfeited by the Exhibitor; and (iii) the Organizer shall have the right to invoice for and (within 30 days of the date of such invoice) the Exhibitor shall pay the balance of the Fees and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organizer as a consequence of such termination.

13.4. Upon termination of this Agreement for any reason, all the Exhibitor's property shall be removed by the Exhibitor from the Exhibition immediately, failing which such property will be removed and/or stored at the Exhibitor's expense in accordance with Clause

8.4. The Organizer reserves the right to exercise a general lien over any property of the Exhibitor in the Venue in respect of all monies, of whatever nature, including (without limitation) in respect of claims for damages, costs, losses or expenses which may at any time be due or payable by the Exhibitor to the Organizer in connection with the Exhibition.

13.5. Without prejudice to clauses 13.3 and 13.4, on the termination of this Agreement all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination including but not limited to clause 4, 13, 14 and 15.

14. Limitation of Liability and Indemnity

14.1. This Clause 14 sets out the entire liability of the Organizer (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Exhibitor in respect of:

14.1.1. Any breach of this Agreement;

14.1.2. Any use made by the Exhibitor of the Stand Space; and

14.1.3. Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

14.2. Neither the Organizer nor any of its respective agents shall be liable to the Exhibitor under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental special or consequential loss arising under this Agreement (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same).

14.3. The Organizer's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with this Agreement shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in connection with which such liability arises.

14.4. All warranties, conditions and other terms implied by statute or common law are, to fullest extent permitted by law, excluded from this Agreement.

14.5. Nothing in this Agreement purports to exclude or limit the Exhibitor's liability for death or personal injury as a result of its negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded by law.

14.6. The Exhibitor shall on demand indemnify and keep indemnified the Organizer's legal costs, claims, demands, proceedings and losses whatsoever made against CansoWorld, Inc. the Organizer, its employees, agents or contractors as a result of any breach of this agreement by the Exhibitor, its agents, contractors or employees.

15. Confidentiality

15.1. Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("Confidential Information") except as strictly necessary to perform its obligations or exercise its rights under this Agreement PROVIDED THAT this provision shall not apply to confidential Information:

15.1.1. Which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or

15.1.2. Which comes into the public domain otherwise than through the default or negligence of the receiving party; or

15.1.3. Which the receiving party is required to disclose by law or applicable regulatory authority.

15.2. In all cases each party shall inform the other party immediately upon becoming aware or suspecting that an unauthorised person has become aware of Confidential Information, or that an unauthorised disclosure of Confidential Information has been made.

15.3. Each party shall ensure that its personnel, sub-contractors & agents who have, or may have, access to the Confidential Information are bound by an undertaking in substantially the same terms as this Clause 15.

15.4. The provisions of this Clause 15 shall continue in force notwithstanding termination or expiry of this Agreement.

16. General

16.1. **Assignment:** The Exhibitor shall not be entitled to assign, transfer or delegate to a third party, any rights or obligations of the Exhibitor arising under this Agreement save that it may use official contractors pursuant to Clause 5.2. The Organizer shall be entitled to assign the benefit (subject to the burden) of this Agreement without notice to or consent from the Exhibitor.

16.2. **Notices:** Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be given either personally or by first class post or facsimile transmission addressed to that other party at their registered address or such other address as notified in writing from time to time. Where given by first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by facsimile transmission shall be deemed to be served immediately provide that in the case of facsimile transmission the correct transmission report shall have been received by the sender.

16.3. **Set-off:** The Organizer reserves the right to set off any indebtedness of the Exhibitor to the Organizer against any indebtedness of the Organizer to the Exhibitor.

16.4. **No waiver:** No waiver by the Organizer of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless given in writing and signed by any director of the Organizer. The Organizer's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.

16.5. **Cumulative remedies:** No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing in law or in equity or by statute or otherwise.

16.6. **Headings:** The headings in this Agreement have been inserted for reference only and do not affect their interpretation.

16.7. **Relationship:** nothing in this Agreement shall create a relationship of landlord and tenant between the Organizer and the Exhibitor or give the Exhibitor any estate or interest in the Stand Space or any other space at the Exhibition other than a non-exclusive licence of the Stand Space.

16.8. **Severability:** The provisions contained in each clause, and sub-clause of this Agreement shall be enforceable independently of each of the others and shall not be affected if any of the others is invalid.

16.9. **Supplementary regulations and instructions:** Notwithstanding any other provision of this Agreement, the Organizer reserves the right to issue supplementary regulations or instructions in addition to those in this Agreement 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.

17. **Governing Law and Jurisdiction:** These Terms and conditions shall be construed in accordance with United States (US) law and the parties hereby submit to the non-exclusive jurisdiction of the US courts.