



Corporate Consumer Communications

SMART International Property Expo 2004

Hong Kong Convention and Exhibition Centre

27 & 28 August 2004

Booking Agreement

Please refer to conditions of hire and participation

Classification	Unit Price	Size	Price
Raw Space Only	US \$195 / m ²	() m ² (minimum of 18 m ² is required)	US\$
Standard Shell Scheme*	US\$2100 / Booth	() Booth(s)	US\$
		Booth Number (s): ()	
Advertisement	Unit Price	Comments	
Hong Kong Economic Times advertisement feature	US\$1270	BW, Quarter Page	US\$
South China Morning Post Exhibition Supplement	US\$3504	BW, Quarter Page	US\$
Total			US\$

*Includes 2 chairs, table, white back and side walls, carpeting, 2 lights, electric socket, company sign in English and Chinese.

EXHIBITOR:			
Organisation			
Authorised Person		Title	
Tel		Fax	
Email			
Webpage			
Address			

Payment Terms:

Please immediately **sign and fax return to +852 2944 6424**. Cross Cheque/Bank Draft made payable immediately for 50% (deposit) of total cost with additional post-dated 27 July 2004 cheque for remaining balance to be submitted with this booking form, OR remit the payable amount to HSBC Hong Kong for account of "**Corporate Consumer Communications Ltd**" under Account No. **588-882332-838** and fax us the receipt at (852) 2944-6424 for verification (All Banking charges, if any, are to be borne by the exhibitor). Failure to pay the balance will negate your booking. Deposit is non-refundable. In addition to section 6 of conditions for hire and participation, the organizer reserves the right to cancel or postpone the exhibition, and refund any deposit paid minus 5% administration fee.

Payment should be submitted together with original form to Corporate Consumer Communications Ltd together with original form to 7A Shing Lee Commercial Building, 6-12 Wing Kut Street, Central, Hong Kong.

We hereby accept the CONDITIONS FOR HIRE AND PARTICIPATION and enclose 50% of payment.

Authorised Signature: _____

Company Chop:

Name in print: _____

Job Title: _____

Date (mm/dd/yy): _____

Conditions of Hire and Participation

1. Definitions

"The Contract" means the agreement made between the Exhibitor and the Management for allotment of a stand at the Exhibition on the terms of these Conditions; "Management" as used herein shall be construed to mean the event management, its officers, committees, employees, or agents acting for it in the management of the Exhibition; "the Exhibition" means the SMART International Property Expo 2004, scheduled for 27-28 August 2004, at Hong Kong Convention and Exhibition Centre; "the Exhibitor" means the person, firm or company agreeing to take a stand at the Exhibition under a Contract.

2. Subleasing

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer of sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary to the proper demonstration or operation of the exhibitor's display, in which case the identification shall be limited to the manufacturer's normal, regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of the Management shall, in all instances, be final with regard to use of exhibit space.

3. Occupancy Default

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge for such space. If not occupied by the time set for completion of the installation of the displays, such space may be taken by Management and re-allocated or re-assigned for such purposes or use the Management may see fit.

4. Payment

The Exhibitor shall pay the rental charge to the Management by the installments (identified as the Deposit and Balance) and by the dates set out in the contract. If the Exhibitor fails to pay the Balance on the due date for payment, the Management may at any time thereafter either (i) by notice to the Exhibitor declare the balance remaining unpaid of the rental charge immediately payable, whereupon the Exhibitor shall pay such balance to the Management forthwith on demand; or (ii) terminate the Contract forthwith by notice to the Exhibitor served at any time after the due date for payment.

5. Eligibility

The Organizer(s) has or have the sole right to determine the eligibility of any company or product for inclusion in the Exhibition.

6. Cancellation or Change of Exhibition

In the event that the premises in which the Exhibition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of Management or its agents, the Exhibition may be cancelled or moved to another appropriate location, at the sole discretion of Management. Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. Causes for such action shall include, but not be limited to: fire, casualty, flood, epidemic, earthquake, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, municipal, state or federal laws, or act of God. Should Management terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds in the event of termination shall be made to exhibitors in the amount of original exhibit fee less pro rata adjustment based on Management's costs incurred from staging the Exhibition.

7. Cancellation by Exhibitor

In the event of cancellation by an exhibitor, Management shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation. Management must receive written notification of the cancellation by registered or certified mail. In the event of either full or partial cancellation of space by an exhibitor, Management reserves the right to reassign cancelled booth space, regardless of the cancellation assessment. Subsequent reassignment of cancelled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. All payments are non-refundable and non-transferable.

8. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against Management and or its servants for loss, theft, damage, or destruction of goods; nor for any injury, including death, to himself, employees, agents, or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exhibition as scheduled; nor for any action or omission of Management. The exhibitor is solely responsible for his own exhibit material and products, and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within confines of the Exhibition venue. Management shall bear no responsibility for the safety of the Exhibitor, its personnel, employees, agents, or representatives or personal property.

9. Insurance

Show Management, whilst taking every reasonable precaution, expressly declines responsibility for any loss or damage that may befall the property of any Exhibitor from any cause whatsoever. All exhibitors are required, as part of their contracts, to insure their legal liability as stated in the Exhibition Rules and Regulations, and are strongly advised to effect adequate insurance to include cover for all products and exhibits during the overall period of the Exhibition including transportation. Exhibitors may be required to produce an insurance certificate as proof of insurance.

10. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting and dismantling shall be those specified by Management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exhibition before the specified conclusion of the dismantling period set by Management.

11. Relocation and Floor Plan Revisions

Management retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

12. Amendment and Addition to Conditions

Any matters not specifically covered by the preceding conditions shall be subject solely to the decision of Management. Management may at any time amend or add further rules to these rules, and all amendments made shall be binding on Exhibitor equally with the foregoing Rules and Regulations.

13. Waiver of Rights

Any rights of Management under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of Management.

14. Damage to Property

The Exhibitor is liable for any damage caused to building floors, walls, or columns, or to standard booth equipment, or other exhibitor's property. The Exhibitor may not apply paint, lacquer, adhesive, or other coating to building columns, floors or walls, or to standard booth equipment.

15. Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibition hall. Exhibitor accepts full and sole responsibility for injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

16. Alcoholic Beverages

The dispensing, distribution, or use of alcoholic beverages in the exhibition area is prohibited without the express prior approval of Management.

17. Flammable Materials

No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by venue fire regulations may be used in any booth.

18. Lotteries; Contests

The operation of the games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only on written approval from Management.

19. Noise and Odors

No noisy or obstructive work will be permitted during open hours of the Exhibition. Noisily operating displays and exhibits producing objectionable odors will not be allowed. Management shall have the sole discretion in determining what is noisy, obstructive and objectionable.

20. Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be suspended for any periods specified by Management.

21. Admission

Admission policies shall remain, at all times, the prerogative of Management, and may be revised or amended to suit unforeseen conditions.

22. Booth Personnel

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Booth personnel shall wear "EXHIBITOR" badge identification furnished by Management at all times while they are in the exhibition hall. All other employees of exhibiting companies must register as Show Attendees. Management reserves the right to restrict or limit the number of booth representatives.

23. Regulations Governing Displays

No stand decoration, stand fittings or exhibits shall exceed 4 m in height for custom-built stands and 2.5 m for shell scheme stands. For the former all designs must be prior approved first by the organizer.

24. Display

Management shall have full authority for approval of arrangement and appearance of items displayed and may at its discretion require the replacement, rearrangement, or redecoration of any item or of any booth, and no liability shall attach to Management for costs that may be charged to the exhibitor as a result of Management's actions.

Management firmly forbids any fake and low quality products to be displayed or brought into this Exhibition. Management shall have full authority to refuse any products that are conceived as infringement on intellectual property rights.

Management will not be responsible for any prosecution of infringement or privacy charged to the respective Exhibitor(s).

25. Intellectual Property Rights

The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand do not in any way whatsoever violate or infringe any third party's rights including all

intellectual property rights including but not limited to trade marks, copyright, designs, names and patents whether registered or otherwise, and agree to fully indemnify the Organizers and its agents and contractors against all costs, expenses and damages arising from any third party's claim of infringement by the Exhibitor and/or the Organizers of such third party's rights.

The Exhibitor agrees that it will comply with any Exhibitors' Brief on the Protection of Intellectual Property Rights at the Exhibition that the Organizers may issue from time to time, including abiding by any complaint procedures and penalties stated in the Exhibitors' Brief, whether as a complaint. If the Exhibitor fails to abide by the terms and conditions of the Exhibitors' Brief on the Protection of Intellectual Property Rights at the expo, the Organizers has the sole discretion to ban the Exhibitor from any or all future events and/or to further ban any representatives of the exhibitor in question from entering the venue of the current exhibition in which the Exhibitor is participating.

If an Exhibitor files a complaint with Organizer in accordance with the Exhibitors' Brief and requests the Organizers to take action against another Exhibitor, the Exhibitor agrees to hold the Organizers, its agents and contractors (including their legal advisors) harmless and to fully indemnify each and every one of them against any and all liabilities, losses, cost (including legal costs), expenses and damages of any nature whatsoever incurred or suffered by any of them as a result of or howsoever arising from any action that the Organizers, its agents or contractors (including their legal advisors) may take in reliance of or as a result of such complaint filed by the Exhibitor, or any other requests, directions or instructions made or given by the Exhibitor pursuant to such complaint. The Exhibitor further agrees not to take any legal action or make any claim or demand against the organizer, its agents or contractors (including their legal advisors) in relation to such complaint and the alleged infringement of intellectual property rights.

26. Exhibitor Representative's Responsibility

Exhibitor agrees to indemnify Management against and hold it harmless for all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees, or representatives.

27. Agreement to Conditions

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing conditions and those provided and contained in the Exhibitors Manual, and by any amendments and additional conditions that may be put into effect by Management.