

## THIS IS A LEGALLY BINDING CONTRACT

This application, when properly executed by Exhibitor and upon written acceptance by the Organizer, shall constitute a valid and binding license agreement. This license agreement is hereby submitted for exhibit space at **EXTREME Indonesia 2018, organized by PT Exhibition Network Indonesia (XNET), taking place 8 - 11 March 2018 at the Jakarta Convention Center (JCC), Jakarta, Indonesia.**

### SECTION 1 : DEFINITIONS

As used herein :

- 1.1. The term "Exhibitor" shall include all employees, servants and agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of exhibiting.
- 1.2. The term "Exhibition" shall mean the exhibition referred to **EXTREME Indonesia 2018**.
- 1.3. The term "Organizer" shall mean PT Exhibition Network Indonesia (XNET) and its agents, employees, servants and contractors.
- 1.4. The term "Contract" means the contract for exhibit space at the Exhibition entered into between the Organizer and the Exhibitor which incorporates any supplementary rules and regulations made under clause 15.

### SECTION 2 : APPLICATION FOR PARTICIPATION

- 2.1. All applications for participation shall be made on the prescribed "Space Reservation Form". The "Space Reservation Form" shall be submitted to the Organizer or their representatives accompanied by the required deposit. The submission of the form with the specified deposit shall be considered as confirmation of participation and acceptance of terms of Contract.
- 2.2. The Organizer shall reserve the right to accept or refuse any application without any reasons thereof. No application will be taken as official until the "Space Reservation Form" is correctly filled and signed by intending participants.
- 2.3. TO APPLY FOR SPACE: Complete, sign and fax or email this contract to XNET at +62 21 5322974 or info@xnetindonesia.com and send payment, along with signed ORIGINAL contract to: PT. Exhibition Network Indonesia, Jl. H. Soleh 1 no. 1 F, Kebayoran Lama, Jakarta 11560, Indonesia.  
A copy of this contract will be returned to you upon acceptance and execution.

## SPACE RESERVATION FORM EXTREME Indonesia 2018

Company Name			
Contact Name (Mr/Mrs/Ms)			
Job Title			
Address			
Phone	Mobile	Fax	
Email	Web		
Product to be exhibited :			
Booth No : _____	Sqm	Price (IDR)	Total (IDR)
A. Space Only	_____	_____	_____
B. Shell Scheme	_____	_____	_____
C. Corner Charge	_____	_____	_____
		Grand Total (IDR)	_____

Note : Reservation for space only must be booked at minimum size 18 sqm.

Size (sqm)	Participation Services	Additional Service		Additional Benefits	
	Space Only (IDR)	Standard Shell Scheme (IDR)	Corner Charge (IDR)	PR on Website	Ad in Exhibition Flyer
9	24.750.000	+2.250.000	+1.500.000/Corner	✓	-
18	49.500.000	+4.500.000	+1.500.000/Corner	✓	-
27	74.250.000	+6.750.000	+1.500.000/Corner	✓	-
36	99.000.000	+9.000.000	Free of Charge	✓	HalfPage/FullColor
54	148.500.000	+13.500.000	Free of Charge	✓	HalfPage/FullColor
72	198.000.000	+18.000.000	Free of Charge	✓	HalfPage/FullColor
90	247.500.000	+22.500.000	Free of Charge	✓	FullPage/FullColor

Please Initial : Exhibitor's Authorized Representative : \_\_\_\_\_ XNET : \_\_\_\_\_

Note:

- Prices are in Indonesian Rupiah (IDR) and excluding 10% VAT (PPN).
- 15% Early bird discount is applicable for reservation that confirms before September, 30<sup>th</sup>, 2017 (entitled for 9 sqm above only) and in good standing when the following condition is met :**

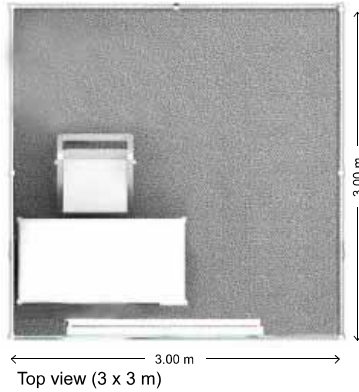
Exhibitors is required to secure the booth with 30% booking fee that should be paid within one (1) week after signing of this contract.

If the payment is not received by the due date the booth location may be reassigned.

If the payment is still not received by September 30<sup>th</sup>, 2017 the exhibit space rate will automatically be changed to the normal rate per qualifying square meter and the following clauses in Section 3 applies.



**Perspective View**



SHELL SCHEME ENTITLEMENTS					
Sqm	9-17	18-26	27-35	36-53	54 above
Fluorescent Lights	2	4	6	8	10
Folding Chair	2	4	6	8	10
Info Counter	1	2	3	4	6
Round Table			1	1	2
Electrical Point 2 Amp	1	2	3	4	5

### SECTION 3 : TERMS OF PAYMENT

3.1. Upon confirmation of participation in the event, **Exhibitors are required to secure the booth with :**

- \* **30% of the total contracted exhibit space is due within one week of receipt of invoice.**
- \* **80% of the total contracted exhibit space is due November 30<sup>th</sup>, 2017.**
- \* **100% of the total contracted exhibit space is due February 5<sup>th</sup>, 2018.**

If contracting space on before November 30th, 2017, 30% is due upon signing of this contract. If contracting space on or after November 30th, 2017, 80% is due upon signing of this contract. If contracting space on or after February 28th, 2018, 100% is due upon signing of this contract. If the payment is not received by the due date the booth location may be reassigned.

3.2. Payment by the stipulated date is prerequisite condition governing participation in the Exhibition.

3.3. FAILURE TO MAKE PAYMENT BY SAID PAYMENT DEADLINES DOES NOT RELEASE THE EXHIBITOR FROM CONTRACTUAL OR FINANCIAL OBLIGATION.

Exhibitors will be liable for any collection expenses, including reasonable Attorney's fees; "reasonable" to be construed as not less than twenty-five percent (25%) of the amount of all other moneys determined to be owed by the Exhibitor.

3.4. CANCELLATION: Exhibitor's space may be cancelled by Organizer for failure to pay balance when due. In the event space is cancelled by Organizer, NO PRIOR PAYMENTS WILL BE REFUNDED TO THE EXHIBITOR and Organizer may lease such cancelled space to another exhibitor at its discretion. WRITTEN NOTICE OF EXHIBIT SPACE CHANGE OR CANCELLATION REQUEST ON COMPANY LETTERHEAD MUST BE RECEIVED BY XNET VIA CERTIFIED MAIL (please do not email) prior to each payment deadline in order for the exhibitor to avoid the financial liability associated with future payment deadlines.

### SECTION 4 : ALLOCATION OF EXHIBITION SPACE

4.1. The Organizer shall allocate the space in accordance with the nature of exhibits or in the manner they deem fit.

4.2. The Organizer shall reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the Exhibition should exceptional circumstances demand and to alter the space, to transfer or close entrances and exits to the Exhibition facilities and to undertake other structural alterations as they deem fit. Such changes shall be at the discretion of the Organizer and the Exhibitor shall have no claim for compensation as a result of the changes.

### SECTION 5 : USE OF EXHIBIT SPACE

5.1. NO SHOW POLICY: If exhibit space is not occupied by Exhibitor as of 5:00 pm local Show venue time, March 8, 2018 in accordance with Show policy, the Organizer shall have the right to use the exhibit space. Re-letting by the Organizer of an Exhibitor's cancelled space shall not act to excuse Exhibitor from assessment.

5.2. Exhibitors are bound to exhibit the announced products and to man the exhibits with competent personnel during the opening hours of the Exhibition. It is not permitted to close the stand before closing time.

Show hours, listed in local venue time and subject to change, are as follows:

- Thursday, March 8, 2017 ..... 10:00 am – 8:00 pm
- Friday, March 9, 2017 ..... 10:00 am – 8:00 pm
- Saturday, March 10, 2017 ..... 10:00 am – 8:00 pm
- Sunday, March 11, 2017 ..... 10:00 am – 6:00 pm

- 5.3. Exhibitors must confine their activities to the area within their contracted exhibit space and must follow all Show rules and regulations. No demonstrations or promotions shall take place outside the exhibitor's assigned booth space. Exhibitors will neither be permitted to use "strolling" entertainment outside of exhibit space nor to distribute samples, literature or souvenirs except from their own exhibit space.
- 5.4. Exhibitors who use costumed models or mannequins should be sure that their manner of appearance and dress is such as to not offend even the most critical. Models must remain within the confines of the Exhibitor's exhibit space.
- 5.5. Exhibitors are not allowed to sub-let the space allotted to them to other parties either whole or in part without the written consent of the Organizer.
- 5.6. Exhibitor will be liable for any damaged to walls or the Exhibition Hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars or walls without the prior consent of the Organizer.

#### **SECTION 6 : BREACH OF CONTRACT AND WITHDRAWAL**

- 6.1. Without prejudice to the rights and remedies of the Organizer in respect of any breach of contract on the part of the Exhibitor, the Organizer may at their discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions :
  - 6.1.1. The Exhibitor must give written notice to the Organizer that he desires to withdraw (cancel participating) and if the Organizer allows such withdrawal they will notify the Exhibitor of their decision in writing.
  - 6.1.2. Neither deposit nor any payment to the Organizer will be refunded

#### **SECTION 7 : CHANGES**

- 7.1. The Organizer reserves the right to change and to cancel the venue and duration if exceptional circumstances demanded.
- 7.2. In the event of change of venue and / or duration, the agreement to participate shall remain in force so long as the Exhibitor is informed at least a month before the changes.
- 7.3. In the event of change of venue and / or cancellation to the Exhibition, the Exhibitor shall not be entitled to any claim of compensation in connection with their booking for participation.

#### **SECTION 8 : CONSTRUCTION AND DECORATION**

- 8.1. Exhibitor who booked raw space and wish to engage their very own contractors), are required to submit the booth's design to the Organizer for approval not later than 1 (one) month prior to the event. Organizer reserves its rights to reject or change any booth design if found inappropriate.
- 8.2. Exhibitor will be allowed to decorate their space as per scheduled from the Organizer.
- 8.3. Any damages of common property and facilities (directly or indirectly) while setting up and tearing down caused by the Exhibitor or their contractors) to the Exhibition Hall or other Exhibitors' property shall be the responsibility of the Exhibitor. Damages to the Exhibition Hall and its facilities caused by Exhibitor will be subjected to equal compensation charges set by the Jakarta Convention Center (JCC) management.
- 8.4. All Exhibitors must complete their construction and decoration by the date stipulated by the Organizer. Exhibitor are requested to carefully read all instructions and standard procedures stated in the Exhibitor's Manual before starting any kind of works at the Exhibition area.
- 8.5. The Organizer shall hold no responsibilities over any setting up or tearing down works outside the standard guidelines provided.

#### **SECTION 9 : DISPLAY ARRANGEMENTS**

- 9.1. Display material may only be placed within the confines of the area booked and paid for by the participant.
- 9.2. The use and volume of audio visual equipment shall be kept at tolerable levels and frequency so as not to interfere or annoy other participants and visitors. Sound level is objectionable at the sole discretion of the Organizer.
- 9.3. Volatile items including explosive and other flammable or substance prohibited by law will not be permitted at the Exhibition Hall.
- 9.4. Distribution of material and samples other than those of a professional standard and acceptability is prohibited. Such distribution must relate to the products on display or manufactured or marketed by the participating company or organization.
- 9.5. All exhibits must be in accordance with and must show the goods and /or services referred to in the official Registration Form.
- 9.6. The Organizer reserves the right to reject any goods, display and/ or material which in the opinion of the Organizer are undesirable. This includes articles, conduct, dress of models, printed matter, posters, photographs, graphics, films, slides, sound effect, commentaries, anything objectionable to the Organizer and the exhibition as a whole.
- 9.7. Where necessary any material that needs to be cleared by the censor for acceptability, all arrangements and charges involved shall be borne by the participant concerned.
- 9.8. The Organizer accepts no responsibility for the acceptance or rejection of any material.

#### **SECTION 10 : MOVEMENT OF EXHIBITS**

- 10.1. Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the Exhibition venue.
- 10.2. Exhibitors shall make their own arrangement for storage and warehousing of their exhibits.
- 10.3. Exhibitors shall remove all exhibits from the Exhibition Hall within the period stipulated by the Organizer and shall indemnify the Organizer against any loss by season of delay or damage to their exhibits.

## SECTION 11 : FAILURE OF SERVICES

- 11.1. The Organizer shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation, suspension or reduction of the scheduled Exhibition from the period advertised or specified due to:
- Force Majeure.
  - Acts of War, Diplomatic row, Military activity, Municipal Statutory or civil Authority requisition.
  - Fire, flood, typhoon, excessively inclement weather, earthquake or a combination of the same.
  - Damage caused by an aerial object or aircraft.
  - Strikes or lockouts by workmen.
  - Any other deemed beyond control of the Organizer.
- 11.2. If the Exhibition is cancelled, reduced or postponed, the fee paid to the Organizer or any part thereof may be refunded at the sole discretion of the Organizer to the Exhibitor but without prejudice to the Organizer's right to appropriate the entire sum or any part thereof for its own purpose.

## SECTION 12 : SECURITY

- 12.1. General security is provided for the whole Exhibition area.
- 12.2. The Organizer shall take the necessary security precaution in the interest of the Exhibitors and visitors. However the Organizer shall not be held responsible for any theft or loss of exhibits at the Exhibition Hall during the build-up, show days and dismantling period.
- 12.3. The Organizer shall also not be held responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

## SECTION 13 : FIRE REGULATIONS

All materials used in stand and Exhibition construction must be properly fireproofed in accordance with local regulation. No hazardous material such as explosives, petrol, helium gas or other flammable substance is permitted in the Exhibition area.

## SECTION 14 : INSURANCE, LIABILITY AND RISKS

- 14.1. The Exhibitors shall insure, indemnify and hold the Organizer and the Venue Owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of loss of or injury arising to any persons howsoever caused while the said person are upon or examining or passing the said Exhibition stand during the Exhibition.
- 14.2. The liability or risk of the employees, agents or exhibits shall be the responsibility of the Exhibitor.
- 14.3. Exhibits shall be placed at the Exhibitor's own risk and the Organizer shall not be held responsible for any theft or loss of exhibits. Exhibitors are advised to fully insure all exhibits during the period of Exhibition.

## SECTION 15 : SUPPLEMENTARY CLAUSES

Whenever necessary, the Organizer shall have the right to issue supplementary regulations in addition to those in the Contract to ensure the smooth management of the Exhibition. Any additional written regulations or instructions shall be a part of the Contract and shall be bind on the Exhibitors.

## SECTION 16 : GOVERNING LAW AND ARBITRATION

Any claim arising out or relating to this Contract or the breach thereof shall be submitted to arbitration in accordance with the laws of Indonesia, but only if the Organizer or Exhibitor has, by written notice to the other, demanded that the claim be arbitrated prior to the commencement of judicial proceedings relating to the claim by either party. The site of any arbitration, unless the party agrees otherwise, shall be in Jakarta.

The venue for judicial proceedings relating to the enforcement of any terms of this Contract shall be the state court located in West Jakarta, with both parties agreeing to submit to the jurisdiction of such court.

**THIS IS A LEGALLY BINDING CONTRACT. THE INDIVIDUAL SIGNING THIS CONTRACT BELOW REPRESENTS AND WARRANTS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS BINDING CONTRACT ON BEHALF OF THE ABOVE NAMED EXHIBITOR AND AGREES TO THE TERMS CONTAINED HEREIN. PLEASE NOTE ALL CONDITIONS AND RESTRICTIONS PRIOR TO SIGNING.**

Company Name : \_\_\_\_\_ Name / Title : \_\_\_\_\_

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

### FOR USE BY PT EXHIBITION NETWORK INDONESIA ONLY:

Exposition Assigned: **EXTREME Indonesia 2018**

Total Square meter:

\*Total Due: Rp.

\*Total Due calculations are subject to payment deadlines as outlined in the contract and are subject to change as deadlines pass.

Accepted for XNET:

Date :

A/E Code: