

**EXHIBITOR BOOKING FORM**

**EXHIBITOR'S DETAILS**

Please complete the following in BLOCK CAPITAL LETTERS

NAME OF COMPANY TO EXHIBIT UNDER.....

NAME OF PERSON FOR FUTURE CORRESPONDENCE.....

JOB TITLE.....

ADDRESS.....

.....

TEL: (incl. IDD code).....FAX: (incl. IDD code).....

EMAIL:.....

WEBSITE:.....

**SPACE REQUIREMENTS**

Our Desired Booth No:.....

**SPACE RATES**

Space with Shell Scheme (minimum 18 square metre) : S\$10,800.00

Space Only (minimum 45 square metre) : S\$530.00 per square metre.

**Payment & Acceptance Terms:**

Please immediately sign and fax return to +65 64463018. Bank Draft made payable immediately for 50% (deposit) of total cost to be submitted with this booking form, OR remit by telegraphic transfer the payable amount to Development Bank of Singapore for account of "Sunnez Pte Ltd" under Account No. 027 0179886 and fax us the bank remittance receipt at 65 64463018 for verification. All balance payment must be made 3 months before the exhibition date. Exhibitors booking less than 3 months away from the exhibition date will have to make 100% full payment upon acceptance.

Account name: **Sunnez Pte Ltd**

Account No: 027 0179886

Account Currency: SGD

Bank: Development Bank of Singapore

Branch Address: Parkway Parade Branch, Marine Parade Road, Singapore

SWIFT Code: DBSSSGSG

(All banking charges, if any, are to be borne by the exhibitor).

Failure to pay the balance means your booth location will not be guaranteed. 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 SUNNEZ PTE LTD VBox 881310 Singapore 919191, Republic of Singapore.

We have read and accept the CONDITIONS FOR HIRE AND PARTICIPATION below and enclose 50% of payment.

We understand this is a legal binding contract and by signing this form we accept that we are bound to organizer's terms and conditions:

Name:.....

Company Chop:.....

Authorized Signature:.....

Job Title:.....Date (dd/mm/yy):.....

## Booth Space Terms and Conditions

**1. Defined Terms:** "Event" means **World Cuisines Show 2010**, currently scheduled to be held on May 14 to 16, 2010 (the "Event Dates") at the Marina Bay, Sands (the "Exhibit Facility"). Event is owned, produced and managed by JSP Pictures. (the Organizer). "Organizer" means, collectively, JSP Pictures, its officers, directors, shareholders, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by the Organizer in the manner stated below and (ii) each of its officers, directors, shareholders, employees, contractors, agents, representatives and/or invitees, as applicable.

**2. Contract Acceptance:** This contract shall become binding and effective only when it has been signed on the facing page by Exhibitor and counter-signed by a duly authorized representative of the Organizer.

**3. Assumption of Risks; Releases:** Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities whether described in this paragraph or not.

**4. Indemnification:** Exhibitor shall indemnify, defend (with legal counsel satisfactory to the Organizer), and hold Organizer and the Exhibit Facility harmless from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including attorneys' fees) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract or any other contract, arrangement or agreement; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

**5. Limitation of Liability:** Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not appraised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to the Organizer by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters. Management may employ reputable guards during the course of the exhibition to regulate the flow of attendees at the Event. These guards are not security guards. Neither Organizer, nor the owners or lessors of the Event Facility, shall assume any responsibility for Exhibitor's personal or other property. As a condition of exhibiting at the Event, Exhibitor shall insure its property against damage, loss and theft.

**6. Qualifications of Exhibitor:** The Organizer, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. The Organizer reserves the right to restrict or remove any exhibit that the Organizer, in its sole discretion, believes is objectionable or inappropriate.

**7. Assignment of Space:** Exhibit space shall be assigned by the Organizer in its sole discretion for the Event and for the Event Dates only. The Organizer reserves the right to change the floor plan or to move an Exhibitor to another booth location prior to or during the Event for any or no reason.

### 8. Payment

The Exhibitor shall pay the rental charge to the Organizer 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 Organizer 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 Organizer forthwith on demand; or (ii) terminate the Contract forthwith by notice to the Exhibitor served at any time after the due date for payment.

**9. Cancellation by Exhibitor:** The Applicant has a right to cancel this agreement by February 15, 2010, by giving written notice, with a full refund less S\$1,000 cancellation fee for each booth. If cancellation is received after February 15, 2010, Applicant will be liable for 100 percent of the total exhibit fee. This amount is considered to be liquidated and agreed upon damages, for the damages the Organizer will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability at a time when other parties would be interested in applying for it, will cause the Organizer to sustain damages. In this situation, the Organizer's damages will be substantial, but they will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Agreement as a valid pre-estimate of these damages. The date of cancellation shall be the date the Organizer receives the notice. The Organizer reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original contract and an offer to purchase new booth space. Exhibitor may be required to move to a new location if it requests a downsizing of space.

**10. Cancellation by the Organizer:** If Exhibitor fails to make a payment required by this contract in a timely manner, the Organizer may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund any monies previously paid. The Organizer reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to Organizer.

The Organizer is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available because of action taken under this paragraph in any manner it desires, and without releasing Exhibitor from any liability hereunder. The Organizer may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract or any other contract or arrangement with Organizer, without any obligations on the Organizer's part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach. If the Organizer removes or restricts an exhibit that the Organizer considers to be objectionable or inappropriate, no refund will be due to Exhibitor.

**11. Cancellation of the Event:** If the Organizer cancels the Event due to circumstances beyond the reasonable control of the Organizer (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), the Organizer shall refund to Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by Organizer, in full satisfaction of all liabilities of Organizer to Exhibitor. The Organizer reserves the right to cancel, rename or relocate the Event or change the Event Dates. If the Organizer changes the name of the Event, relocates the Event to another event facility within the same city, or changes the Event Dates to dates that are not more than 15 days earlier or 15 days later, no refund will be due to Exhibitor, but the Organizer shall assign to Exhibitor, in lieu of the original space, other space as the Organizer deems appropriate and Exhibitor agrees to use that space under the terms of this contract. If the Organizer elects to cancel the Event other than for a reason previously described in this paragraph, the Organizer shall refund to Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

**12. Exhibit Space Occupancy:** The Organizer shall specify the hours and dates for installing, occupying and dismantling exhibits. If Exhibitor fails to install its display in its assigned space by 12 noon, May 14, 2010 or leaves its space unattended at any time during the Event, the Organizer shall have the right to take possession of the space, terminate this contract and no refund will be due to Exhibitor. All exhibits must be open for business at all times during the Event.

**13. Listings and Promotional Materials:** By exhibiting at the Event, Exhibitor grants to Organizer a fully paid, perpetual nonexclusive license to use, display and reproduce the name, trade names, product names of Exhibitor in any directory (print, electronic or other media) listing the companies exhibiting at the Event and to use such names in Organizer promotional materials. Organizer shall not be liable for any errors in any listing or descriptions or for omitting Exhibitor or any other exhibitor from any directory or other lists or materials.

**14. Care of Exhibit Facility:** Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

**15. Taxes and Licenses:** Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local laws applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of the Organizer.

**16. Insurance:** Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance of its property. Exhibitor may be required to produce an insurance certificate as proof of insurance.

**17. Incorporation of Rules and Regulations:** Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by the Organizer in its sole discretion. The Organizer may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Exhibitor.

**18. Governing Law:** This contract is governed by the laws of the Singapore as applied to contracts entered into and entirely performed within Singapore. Exhibitor hereby submits to the exclusive jurisdiction of the courts located in Singapore, which shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Singapore.

**19. Contractor Services:** The Organizer has contracted, on an exclusive basis, official contractors to provide certain services for the Event. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines.

**20. Fire and Safety Laws and Rules:** Federal, state and city laws must be strictly observed. All materials used for display of any kind must be flame proofed. This includes all materials used in specially constructed exhibits such as fabric or other materials.

**21. Freight Shipment:** Separate information will be mailed to Exhibitor regarding freight shipments to and from the Event Facility.

**22. No Show Policy:** If Exhibitor, through circumstances beyond control, is delayed in arrival or set-up, Exhibitor must notify the Event Director at the Event Facility. Non notification will result in resale of space, and no refunds will be made.

**23. Entire Agreement:** This contract represents the entire agreement between the Organizer and Exhibitor relating to the Event and supersedes any prior written or oral understandings, agreements or representations by or between the Organizer and Exhibitor relating to the Event.