

Terms of Application and Exhibition Rules & Regulations

Definition

1. In these Conditions, save as the context otherwise requires:

"AP/RSE" means a registered architect, a registered structural engineer, or a registered professional surveyor, being an authorized person in the context of the Buildings Ordinance (Chapter 123).

"Application Form" means the form whether electronic submitted via the Exhibitor Online Platform or submitted in hard copy by which the Exhibitor applies to exhibit at the Exhibition.

"Booth Service Fee" means the amount payable by the Exhibitor for the right to participate in the Exhibition and for the use of a Shell Booth or for the right to Custom-Built Participation during the Exhibition.

"Conditions" means these Terms of Application and Exhibition Rules and Regulations as amended from time to time by the Organiser.

"Custom-Built Participation" means the right to construct a custom built Exhibition Stand in the Exhibition Venue for the Exhibition.

"Exhibition" means the exhibition to be organised by the Organiser as specified in the Application Form.

"Exhibition Stand" means a stand including a custom-built stand referred to in clauses 11 to 17 and 20 to 23 of the Conditions.

"Exhibition Venue" means the Hong Kong Convention & Exhibition Centre situated at 1 Expo Drive, Wanchai, Hong Kong or such other venue designated by the Organiser and notified to the Exhibitor in writing prior to the commencement of the Exhibition.

"Exhibitor" means a sole proprietor, a partnership or a limited company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organiser. For the purpose of doubt, "Exhibitor" shall include all employees' representatives and agents of such sole proprietor, partnership or limited company.

"Exhibitor Online Platform" means the online services (if any) provided by the Organiser (as defined below) at www.hktdc.com/hktradedefairs, for the Exhibitor to submit its Application Form and, if applicable, manage its participation in the Exhibition, subject always to availability, the consent of the Organiser, and to these Conditions.

"Organiser" means the Hong Kong Trade Development Council, which as promoter and organiser, is responsible for the regulation and control of all aspects of the Exhibition.

"Publicity Material" means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity material whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.

"Shell Booth" means a stand referred to in clauses 18 and 19 of the Conditions.

"Space" means area of Exhibition Venue allocated to Exhibitor for the purpose of exhibiting at the Exhibition in accordance with clause 9 of the Conditions.

"Stand" means Exhibition Stand and/or Shell Booth.

Eligibility for the Conditions of Participation

- 2.1** The Organiser has the sole and absolute discretion in relation to the admission of Exhibitors. Until an Exhibitor's application made by way of Application Form has been accepted in writing by the Organiser, no rights to exhibit are granted notwithstanding payment or acceptance of the full Booth Service Fee submitted with the application. The Organiser reserves the right to decline any application without giving any reason.

- 2.2** All Exhibitors must be legally registered companies/businesses carrying on business either in Hong Kong or in their country of origin in accordance with applicable laws. The Organiser may require Exhibitors to enclose with their Application Form or payment or otherwise produce at any time a copy of their latest business registration certificate, certificate of incorporation or other company/business registration documents, business cards and/or product catalogues and/or other documents/materials as may be required by the Organiser proving that they are carrying on a bona fide business. Unless otherwise notified by the Organiser in writing, original documents should not be submitted as the Organiser cannot guarantee to return them.
- 2.3** The Exhibitor warrants that the Application Form and all other documents and information submitted to the Organiser in connection with it shall be true, complete, and up-to-date.
- 3.** The use of the Exhibition Stand allocated to or custom built by the Exhibitor is strictly for trade promotion purpose only for the duration of the Exhibition. Exhibitor is required to use the area allocated for the Stand in a manner satisfactory to the Organiser both during assembling and installation of Stand as well as at the Exhibition. All booths must be properly manned, displayed and furnished with exhibits at all times during the Fair. No retail sales are allowed in the exhibition. The Organiser reserves the right to clear all or part of the Stand allocated to or custom built by the Exhibitor at Exhibitor's expense without notice should it not be satisfied with the way the Stand is being used. Save as provided in these Conditions, no Exhibitor shall have any claim for any refund in respect of the Booth Service Fee or any other monies paid.

Payment

- 4.1** Where the Application Form is submitted in hard copy, the appropriate Booth Service Fee, which shall be non-refundable (save as provided in these Conditions), must accompany each application.
- 4.2** For all other application methods including where the Application Form is submitted electronically via the Exhibitor Online Platform, the appropriate Booth Service Fee, which shall be non-refundable (save as provided in these Conditions), must be submitted by the Exhibitor following the application, in accordance with any instructions set out in any request for payment made by the Organiser.
- 4.3** For the avoidance of doubt, neither any acknowledgement of the receipt of the Application Form nor any request for payment made or issued by the Organiser shall by any means constitute acceptance of the Exhibitor's application for the purposes of clause 2.1 above, and the Booth Service Fee stipulated on the Application Form should not be regarded as the final fee payable by the Exhibitor.

- 4.4 The Booth Service Fee and all other monies payable to the Organiser are exclusive of all taxes. Any applicable tax payable in respect of the payment made for participation in the Exhibition will be the responsibility of the Exhibitor. If at any time there is any withholding or deduction in respect of any taxes, duties or other charges that the Exhibitor would need to apply in accordance with any applicable laws of any country/region on any payment to the Organiser, the sum due from the Exhibitor in respect of such payment shall be increased to the extent necessary to ensure that after making such deduction or withholding, the net amount paid to the Organiser shall be equal to the sum it would have received if no deduction or withholding had been applied, and the Exhibitor shall be responsible for settling the withholding taxes or other payments to the relevant authorities on its own account. Any invoice sent to the Exhibitor by the Organiser may include any applicable tax chargeable in accordance with the applicable laws.
5. The Organiser reserves the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.
6. In the event that an application for participating in the Exhibition is not accepted by the Organiser, the Booth Service Fee paid shall be refunded without interest to the applicant within 30 days from the date of notice of rejection of the application.
7. If an Exhibitor withdraws, for whatever reason, its application before receipt by it of a rejection of its application or after its application has been approved, the Booth Service Fee paid will be forfeited.

Use of Online Services

8. Subject to service availability and the consent of the Organiser, the Exhibitor may use online services provided by the Organiser including via the Exhibitor Online Platform by logging in with a user identification code ('Username') and password ('Password') in accordance with any guidance provided by the Organiser. The Organiser only provides an online platform for Exhibitor to handle its application for and participation in the Exhibition. The Organiser shall in no circumstances be liable to the Exhibitor or any other person for any unauthorised access thereto or for any error, mistakes, delay, loss or omission in transmissions made using the online services or their level of security whatsoever and howsoever occurs.
- 8.1 If the online services are available to the Exhibitor, the Exhibitor may change its Username and Password at any time, but such change shall only be effective if accepted by the Organiser.
- 8.2 The Exhibitor shall in good faith exercise reasonable care and diligence to keep its Username and Password confidential. At no time and under no circumstances shall the Exhibitor disclose its Username and/or Password to any other person.

- 8.3** The Exhibitor shall be responsible in full for any unauthorised disclosure of the Username and/or Password to any other person and shall bear all risks of the same being used by any unauthorised persons or for any unauthorised purposes.
- 8.4** Upon notice or suspicion of the Username or Password being disclosed to or coming into the possession or control of any unauthorised person, or of any unauthorised use of the Organiser's online services being made, the Exhibitor shall notify the Organiser immediately and, until the Organiser's actual receipt of such notification, the Exhibitor shall remain responsible for all and any unauthorised use of the online services.

Stand Allocation

- 9.1** The Organiser has the sole and absolute discretion in allotting the area in the Exhibition Venue for the positioning or construction of Stands and determining the location of such Stands. All decisions to such effect shall be final and no request for change will be entertained.
- 9.2** Any Exhibitor who wishes to use a name on its Stand which is different to that submitted on its Application Form must submit notice of this change to the Organiser in writing at least three months prior to the commencement of the Exhibition together with the following:-
(a) documentation (in form and substance satisfactory to the Organiser) signed by a certified accountant or the company secretary (in the case of a registered limited liability company) to prove that only the name of the applicant company has changed and not its ownership; or
(b) other documentation (in form and substance satisfactory to the Organiser) to show that the new company name belongs to a wholly-owned subsidiary of the applicant.
- 9.3** If any Exhibitor which having had its application accepted by the Organiser subsequently divides its business between two or more of its existing shareholders, the Organiser shall have the right to offer the right to exhibit as follows:-
(a) to the largest shareholder of the original applicant, who can exhibit under its own company name provided that it will be displaying the same category of products as the original applicant; and
(b) if the shareholding is divided evenly then the Organiser reserves the rights to terminate the agreement with the original applicant and reallocate the Stand unless the parties can reach an agreement among themselves regarding the transfer of the right to exhibit of which the Organiser is notified at least 3 months prior to the commencement of the Exhibition.
- 10.1** The Exhibitor's right to exhibit at the Exhibition and to use, on a non-exclusive basis, the Stand allocated to or custom built by the Exhibitor is personal to the Exhibitor and shall not be transferred, assigned, sub-contracted, licensed to or otherwise howsoever shared with any third party. Any Exhibitor who is found by the Organiser in its absolute opinion to have transferred, assigned, sub-contracted, licensed or otherwise howsoever shared its Stand with a third party, will be obliged to immediately withdraw from the Exhibition, dismantle its Stand and remove

its exhibits at its own expense.

- 10.2** The Organiser reserves the right to maintain a record of those Exhibitors who have breached clause 10.1 of the Conditions and may at its sole and absolute discretion refuse to allow these Exhibitors or any of their parent, associate, affiliated and / or subsidiary companies to participate in any or all future events arranged by the Organiser.
- 10.3** In order to promote, or distribute, or display any business card, material or exhibit (promotional or otherwise) bearing the name of, or allow the presence of any employee or representative of, a wholly-owned subsidiary of the Exhibitor or a third party company for whom the Exhibitor is acting as a formal agent or distributor, on its Stand, the Exhibitor must apply in writing to the Organiser for permission at least three months prior to the commencement of the Exhibition together with supporting documents showing the connection between the Exhibitor and the relevant subsidiary or third party company. The Organiser has the sole and absolute discretion to determine whether to give such permission and in giving such permission, may stipulate such conditions as it deems fit. For the avoidance of doubt, the Exhibitor shall be deemed to have breached clause 10.1 of the Conditions if the Exhibitor distributes or displays any business card, material or exhibit bearing a third party's name or allow the presence of any person other than its employee without the prior permission of the Organiser or in violation of any condition so imposed.
- 10.4** The Organiser has the right at its sole and absolute discretion to prevent Exhibitors from having more than one Stand at the Exhibition.
- 10.5** The Organiser has the right at its sole and absolute discretion to prevent two or more Exhibitors with a common ownership or shareholder to attempt to consolidate their Stands or to display the same goods or product range at separate Stands, notwithstanding their application having been accepted.

Stand Construction

- 11.** Stands and exhibits shall not exceed the maximum floor loading limit as follows:

Hong Kong Convention & Exhibition Centre	Maximum floor loading limit
Hall 1ABC, Hall 3BCFG & Hall 5BCFG	1,700 kg/m ²
Hall 1DE, Hall 3DE, Hall 5DE	1,250 kg/m ²
Others	500 kg/m ²

Asia World-Expo	Maximum floor loading limit
All Halls	3,000 kg/m ²

12. The Organiser reserves the right to alter or remove without notice and at the Exhibitor's expense any Stand which differs from the submitted specification or any Stand that does not conform to the Organiser's required standard, rules and regulations. The Exhibitor shall have no claim against the Organiser or its agents for any extra cost of replacing its Stand to conform to the Organiser's required standard, rules and regulations or for any other losses or damages relating thereto.
13. Exhibitors who have opted for Custom-Built Participation may appoint either the official stand contractor or their own contractor to design and construct their Exhibition Stands, the design of which must be submitted to the Organiser for review as provided in these Conditions.
14. Work of any kind carried out at the Exhibition Venue must conform to the current local laws and regulations in force in Hong Kong, including but not limited to the compliance with the compulsory requirement to take out and maintain a policy of employees' compensation insurance pursuant to Section 40 of the Employees' Compensation Ordinance, Cap.282, and those specified by the Organiser. This applies to the Exhibitor, its agents, contractors and subcontractors. The Organiser reserves the right to stop any work which contravenes with any of these laws and regulations and the Exhibitor shall have no claim against the Organiser or its agents for any losses or damages relating thereto.
15. The suspension of Stands or lighting devices from the ceiling structure of the Exhibition Venue will not be permitted. All lighting devices have to be attached onto a lighting truss of no more than 1.0m height, with a minimum of 2.5m and a maximum of 6.0m ground clearance.
16. Fixings to the surface of the floors to secure margin boards and other stand fittings will not be permitted unless prior approval in writing is obtained from the Organiser.
17. The removal and disposal of crates and stand fittings or materials are not covered by the Booth Service Fee and are subject to an additional charge based on the charges imposed by the Exhibition Venue or such other sum as the Organiser may reasonably determine.

Shell Booths

18. Shell Booths are provided by the Organiser's official contractor and are of a standard design.

No variations in any kinds in whatever nature of the Shell Booth including but not limited to its fascia board, lettering and fittings, shall be allowed unless prior written approval is given by the Organiser.

19. No decoration, booth fitting or exhibit shall exceed 2.5m in height or the height of the Shell Booth, whichever is lower.

Custom-built Participation

20. Custom-Built Participation contractors' information, construction drawings, lighting distribution plan and site work deposit should reach the Organiser for review at least eight weeks before the commencement of the Exhibition. A copy of valid insurance policy should reach the Organiser at least six weeks before the commencement of the Exhibition. Otherwise, a late charge of HK\$2,000 (US\$250) will be charged to the Exhibitor or its appointed contractor. Drawings submitted must be in a reasonable scale of at least 1:100, fully dimensioned and must contain information such as floor plan, stand elevation, electrical fittings, carpeting, colours and materials to be used, moving exhibits, audio-visual equipment, weights and point loading of exhibits.
21. No contractor's badge or vehicle pass will be issued for entry of Exhibition Venue and no custom-built stand will be permitted to be constructed at the Exhibition Venue unless the contractors' information, construction drawings, lighting plan, site work deposit (including late charge, if applicable) and a copy of valid insurance policy have been received by the Organiser.
22. All custom-built participation designs, stand materials used and its construction must conform to the rules and regulations of the Exhibition Venue and those of any public authority or department of the Hong Kong SAR Government.
23. The transporting, assembling, dismantling and the removing of custom-built stands are the responsibility of the Exhibitor or its appointed contractor. All such work must be carried out according to the arrangements and within the time limits specified in these Conditions or otherwise by the Organiser.
- 24.1 24.1 Please note maximum booth height varies between halls and ancillary areas and the Exhibitor is advised to confirm this with the Organiser before commencing any Stand design work. General guide summarized as follows:-:

Exhibition Venue	Maximum Booth Height
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Hong Kong Convention & Exhibition Centre	2500~5500mmH
Asia World-Expo	4500~5500mmH

- 24.2** For Stands situated within $\pm 500\text{mm}$ of the smoke curtain at the Hong Kong Convention and Exhibition Centre, please note the maximum allowable Stand height is 2500 or 3000mm depending on the exact location. Again the Exhibitor is advised to confirm this with the Organiser prior to commencing any Stand design work.
- 25.1** A structural safety certificate must be submitted upon completion of work for all custom-built stands exceeding 2500mm in height, using a hanging lighting truss, and/or as otherwise deemed required by the Organiser and/or the Exhibition Venues' operator. The structural safety certificate shall be endorsed by an AP/RSE and should be submitted to the Organiser by 1500 hrs on the last move-in date before the Exhibition, at the latest. If this rule is not observed, the Organiser and/or the Exhibition Venue's operator reserve(s) the rights to prohibit all access to the Stand and/or to modify or dismantle it. Exhibitors must accept full responsibility for the safety of the Stand, as the Construction Sites (Safety) Regulations (Chapter 59I) is applicable.
- 25.2** For Stands and temporary structures at 4500mm in height or above; hanging lighting truss with equipment weighting at 100kg or above; stages at 1500mm in height or above constructed at shows open to the public, design drawings and structural calculations endorsed by an AP/RSE will be required by government authorities as well as the Exhibition Venue's operator. The design drawings and structural calculations should reach the Organiser at least 8 weeks before the commencement of the exhibition for forwarding to relevant parties.
- 26.** All Stands should be dismantled and removed together with all other materials and waste by 2400 hrs on the last date of the Exhibition (unless extra move-out arrangements have been agreed with the Organiser). Otherwise, over-time hall rental charges will be imposed until all such items have been cleared.
- 27.** For overseas exhibitors or their appointed overseas contractors who intend to construct/dismantle their own Stands, it is mandatory to comply with the requirements imposed by the Immigration Department of Hong Kong. For further queries, please contact the Hong Kong Immigration Department.
- 28.** For detailed information regarding custom-built stands in the Exhibition Venue, please refer to the Exhibitors' Manual with which all Exhibitors and/or their appointed contractors are required to comply.

Electricity

29. Only electricity can be used as a source of light or power at the Exhibition Venue.
30. All electrical works shall be carried out at Exhibitor's expense by the official contractor appointed by the Organiser. Design plan or proposals for electrical installation must reach the Organiser for review not later than eight weeks before the commencement of the Exhibition. The Organiser may require amendments or variations to be made to the design plan or proposals at its sole and absolute discretion.
31. Electric current will be supplied in 210-230 volt, single phase. Electric current of a higher voltage, (380 volt, three phases), will be supplied subject to prior arrangement with the Organiser. The maximum electric power that will be supplied is 20 KW per 15 square meter of floor area.
32. Electricity, whether from the mains, batteries or generators shall be supplied only through the Exhibition Venue's official contractor.

Use of Stand & Safety

33. The Exhibitor shall be solely responsible for the precautionary measures (such as guards or other means of protection) to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by competent persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must be subject to the Organiser's prior written approval.
34. The use of laser products at the Exhibition requires prior approval in writing from the Organiser. Application for approval of such use must be submitted to reach the Organiser not later than two months before the commencement of the Exhibition.
35. No advertising or demonstration at the Exhibition, including the staging of any fashion show, will be allowed at the Exhibition Venue unless the Organiser's advance approval in writing is obtained.
36. Any musical performance, including the use of music recording for fashion show, requires the permission of:
 - (a) The Composers and Authors Society of Hong Kong Ltd, 18/F, Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong (Tel: (852) 2846 3268 Fax: (852) 2846 3261);
 - (b) Phonographic Performance (South East Asia) Ltd, Unit A, 18/F, Tower A, Billion Centre, 1 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong (Tel: (852) 2861 4318 Fax: (852) 2866 6869);

(c) Hong Kong Recording Industry Alliance Ltd, 22/F Shanghai Industrial Investment Building, 48 – 62 Hennessy Road, Wan Chai, Hong Kong (Tel: (852) 2520 7000 Fax: (852) 2882 6897); and

(d) such other relevant bodies which are entitled to grant the relevant permission from time to time.

All fees and expenses in connection with application of musical performance shall be borne by individual Exhibitor concerned.

- 37.1** Publicity Materials of any Exhibitor may only be distributed from the Exhibitor's own Stand. No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor's Stand.
- 37.2** The Exhibitor may only display exhibits and Publicity Material which correspond to the product category zone as stated in the booth confirmation letter of the Exhibition.
- 38.** The Exhibitor shall not hang on, or otherwise adhere to the fascia boards any stickers, posters, hangers or other materials.
- 39.** Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstances.
- 40.** Exhibitor's Stand must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition. Such representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall produce confirmation (in such form as may be reasonably required by the Organiser) that the representative shall comply with these Conditions and with any and all directions which the Organiser or its agents may give before or during the Exhibition.
- 41.** Organiser shall be entitled at its sole and absolute discretion to require forthwith to be removed, and to remove, at the Exhibitor's expense, from any Stand or any area allocated for Custom-Built Participation made available to any Exhibitor, any goods, Publicity Material, items or things displayed or placed there without any obligation to give any reason therefor, and without incurring any liability for any loss, damage or expense whatsoever incurred by the Exhibitor or any other person as a consequence thereof.
- 42** The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material or any other part of the display on the Stand/ Exhibitor's Website/ or Organiser's online or mobile platform do not violate the laws of Hong Kong SAR. Products exhibited or featured in the Publicity Material must be legal to market, sell, import to and possess in Hong Kong and if any licences or permits are required for such marketing, selling, importation or possession the Exhibitor must be appropriately licensed or permitted. The Exhibitor must at all times be

compliant with any laws or regulations governing the marketing, sale, importation, and possession of such products. Without limiting the foregoing, display of the following items are strictly prohibited: offensive weapons, firearms, ammunition, explosives, radioactive materials, flammable and inflammable substances, obscene articles, poisons and illegal drugs and associated paraphernalia. The Exhibitor agrees to fully indemnify the Organiser and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any breach of this condition.

- 43.1** 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 whatever 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. The Exhibitor agrees to fully indemnify the Organiser and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor and/or the Organiser and/or the latter's agents, representatives, contractors or employees of such third party's rights.
- 43.2** The Exhibitor agrees that it shall comply with any "Exhibitors' Brief on the Protection of Intellectual Property Rights at HKTDC Exhibitions" ("**Exhibitors' Brief**") that the Organiser may issue from time to time, including abiding by any complaint procedures and penalties stated in the Exhibitors' Brief, whether as a complainant of infringement of intellectual property right or as a party subject to any such complaint. If the Exhibitor fails to abide by any of the terms and conditions of the Exhibitors' Brief, the Organiser shall have the sole and absolute discretion to ban the Exhibitor and any of its parent, associate, affiliated and/or subsidiary companies from any or all future HKTDC exhibitions and / or to further ban any representatives of the Exhibitor in question from entering the venue of the current HKTDC Exhibition in which the Exhibitor is participating.
- 43.3** If a complainant/an Exhibitor ("**complainant**") files a complaint with the Organiser in accordance with the Exhibitors' Brief and requests the Organiser to take action against an Exhibitor, the complainant agrees to hold the Organiser, its agents, representatives, contractors and employees (including but not limited to their legal advisors) harmless and to fully indemnify each and every one of them against any and all liabilities, losses, costs (including but not limited to legal costs), expenses and damages of any nature whatsoever incurred or suffered by any of them as a result of or however arising from any action that the Organiser, its agents, representatives, contractors or employees (including but not limited to their legal advisors) may take in reliance of or as result of such complaint filed by the complainant, or any other requests, directions or instructions made or given by the complainant pursuant to such complaint. The complainant further agrees not to take any legal action or make any claim or demand against the Organiser, its agents, representative, contractors or employees (including but not limited to their legal advisors) in relation to such complaint and the alleged infringement of intellectual property rights.
- 44.** Stand assembling, installation and decoration must be carried out within the time limits specified by the Organiser and must in any case be completed by 6pm on the day immediately

preceding the commencement date of the Exhibition. The Organiser reserves the right to assemble, install or decorate any area in the Exhibition Venue allocated for Custom-Built Participation or Stand which is not completed by that time at the Exhibitor's expense.

45. Any kinds of repairs or alterations in whatever nature to the Stand or displays may only be carried out after the Exhibition is closed to the public and with prior written agreement of the Organiser.
46. No Stand or exhibits shall be dismantled or removed before the official closing time of the Exhibition on the last day of Exhibition unless special permission has been given by the Organiser.
47. All audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to other Exhibitors or visitors. The Organiser reserves the right to appoint one or more exclusive audio-visual equipment suppliers whereupon the Exhibitor shall be obliged to hire the equipment of such exclusive suppliers.
48. No Exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue unless prior written approval is obtained from the Organiser.
49. Public auctions shall not be permitted at the Exhibition Venue under any circumstances.
50. Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to the Organiser for approval and registration before they may be admitted to the Exhibition Venue. All such personnel, agents and representatives of the Exhibitor as are approved by the Organiser ("authorized personnel") will be issued with badges for identification and admission purposes. The Exhibitor hereby undertake to procure that its authorized personnel shall:
 - (a) display their badges conspicuously whilst at the Exhibition Venue;
 - (b) do not pass their badges to any other person;
 - (c) return their badges to the Organiser at the conclusion of the Exhibition upon demand by the Organiser;
 - (d) comply with all obligations expressed to be imposed by these Conditions on the Exhibitor; and
 - (e) comply with all obligations imposed on them as the condition of approval of their admission to the Exhibition by the Organiser.

Publicity

51. The Organiser shall arrange and be responsible for all publicity arrangements for the Exhibition both overseas and in Hong Kong and no Exhibitor, or its agents, shall give or cause

to be given any interview, public announcement, press statement, or any other publicity whatsoever intended to publicize the Exhibition as a whole.

52. The Exhibitor shall not disclose, appropriate or use and shall prevent its representative at the Exhibition from disclosing, appropriating or using any technical or confidential information regarding the business or affairs of the Organiser or any of the Exhibitors at the Exhibition acquired by way of the Exhibitor's license to exhibit at the Exhibition.

Move-in and Move-out of Stand Materials/Publicity Material & Exhibits

53. Exhibitor shall move in to the Exhibition Venue according to the arrangements and within the time limits specified by the Organiser.
54. The arrangement and payment for transporting goods to and from the Exhibition Venue, and the receiving, decorating and removing its exhibits are entirely the responsibility of the Exhibitor.
55. No trolleys shall be allowed in any carpeted areas of the Exhibition Venue.
56. All exhibits, Stand materials/Publicity Material and the like of the Exhibitor shall be removed by the relevant Exhibitor immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organiser. Any exhibits or Stand material/Publicity Materials and the like of the Exhibitor left behind at the Exhibition Venue shall be deemed abandoned and shall be disposed of by the Organiser at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organiser and the Organiser shall not be obliged to account the proceeds to the relevant Exhibitor.
57. The Organiser reserves the right to appoint one or more exclusive contractor(s) to handle the movements of all goods and exhibits in and out of the Exhibition Venue, whereupon the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).

Links to Exhibitor's Web Site

58. The Exhibitor's Web site should:
 - (a) be professionally prepared, organised and maintained in a presentable and respectable manner, compatible with the quality image of the Organiser;
 - (b) contain information aimed at promoting trade and business, and should be in compliance with all applicable laws;
 - (c) not be a mail order catalogue for products or services as retail operations are not permitted to function through the access made available on the Organiser's Web site; and

(d) not be a database or contain any link to other Web sites.

59. The Exhibitor agrees to and welcomes the Organiser's establishment and provision of a hypertext link to the Exhibitor's Web site on the Organiser's Web site for such duration as the Organiser in its sole and absolute discretion deems fit. The Exhibitor agrees that the Organiser shall not be liable for any loss or liability whatsoever arising from or in connection with the Organiser's provision or removal of the hypertext link or any service interruptions of the Organiser's Web site, whether caused by the Organiser or its employees or not.
60. The Exhibitor warrants to the Organiser that its Web site does not contain any of the following:
- (a) critical, defamatory, libellous, slanderous or derogatory messages, statements or material about other countries, territories, governments, cultures, religions, persons, companies, Organisations, entities, products, services or otherwise;
 - (b) obscene or indecent articles;
 - (c) messages, statements or material which may be considered violent, racist, harmful or otherwise objectionable in nature;
 - (d) any information or material which is deceiving, misleading or likely to cause confusion to site visitors;
 - (e) any information or material which is illegal in the Exhibitor's country, the country its website is hosted in, or Hong Kong.

Exhibitor's Undertakings

61. The Exhibitor hereby undertakes to the Organiser that it shall:
- (a) take all necessary precautions to ensure that:
 - (i) the information or material contained in the Exhibitors' Web site is at all relevant time accurate, truthful and complete;
 - (ii) the Exhibitor's Web site is virus free and that it shall inform the Organiser immediately of any infection or suspected infection of any part of its Web site by any kind of virus;
 - (b) regularly update its Web site to maintain accuracy and to ensure conformity with the established image and good reputation of the Organiser;
 - (c) inform the Organiser of any changes made to the name of a web page on the Exhibitor's Web site or its home page; and
 - (d) ensure that the contents of its Web site:
 - (i) do not infringe any intellectual property rights or other rights of any third party;
 - (ii) must not at any time violate any laws applicable to the Exhibitor or the Organiser, including but not limited to any Hong Kong law, or any international conventions, codes or regulations applicable to the Internet or its usage, and other applicable laws; and
 - (iii) are not, in the reasonable opinion of the Organiser, unfavourable to the image of the Organiser or otherwise undesirable.
62. Where the Exhibitor is using online services provided by the Organiser and/or has registered

for those services by applying for a Username, including via the Exhibitor Online Platform, it shall not allow any person other than those authorised to act on its behalf to use such online services, and it shall not allow any person to use such services for or in connection with any unauthorised or illegal purpose or activity. The Exhibitor shall notify the Organiser as soon as practicable if it becomes aware of any such use.

63. The Organiser reserves the right at any time to bar access to or delete the link between the Organiser's Web site and the Exhibitors' Web site at the Organiser's sole and absolute discretion without notice and without giving any reasons therefor.
64. The Exhibitor irrevocably waives all rights to bring any claim or action against the Organiser for any loss, damage or injury which may arise as a result of the way in which the linked site is depicted or portrayed on or accessible from the Organiser's Web site.
65. The Organiser shall not be responsible for any illegal or unauthorized use of materials from the Exhibitor's Web site or other infringement conducts of any visitors to the Exhibitor's Web site via the link on the Organiser's Web site.
66. The Exhibitor undertakes to fully indemnify and at all time to keep indemnified in full the Organiser from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever and wherever arising which the Organiser may suffer or incur by reason of or in relation to or otherwise associated with its hypertext link to the Exhibitor's web site.

Exclusion of Liability

67. Other than death or personal injury caused by the negligence of the Organiser or its employees, none of the Organiser, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss, injury or other damages suffered by or caused to the Exhibitor, its agents, representatives, contractors or employees or the products or other property of the Exhibitor or of such parties or of any other Exhibitors or visitors. For the avoidance of doubt, any death or personal injury caused by or resulting from the acts of God, war, health concerns (such as the outbreak of the Severe Acute Respiratory Syndrome), threats of terrorist attack, riots, demonstrations, civil disturbances, inevitable accident or any other cause not within control of the Organiser shall not be regarded as the negligence of the Organiser or its employees. Any approval granted by the Organiser pursuant to the Conditions shall not constitute any form of endorsement of the subject matter of the approval by the Organiser, and shall not in any way transfer any liability or responsibility to the Organiser or not in any way relieve or diminish the Exhibitor of its indemnity and responsibilities.
68. The Organiser shall not be responsible in any manner whatsoever for the consequences of any

introduction or commercial transaction made between the Exhibitor and other parties during or as a result of the Exhibition.

- 69.** The Exhibitor undertakes to fully indemnify and at all times hereafter to keep indemnified in full the Organiser, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever which it may suffer or incur by reason of or in relation to all acts and/or omissions, including without limitation the negligence, wilful default or fraud of the Exhibitor, Exhibitor's agents, representatives, contractors, employees, or other third parties, in the performance of any agreement hereunder or any breach by the Exhibitor of these Conditions.
- 69A.** If any of the Exhibitor, its agents, representatives, contractors or employees or any third parties ("Exhibitor's Parties") has (whether with or without the Organiser's prior written approval), made any modification or alteration to or on any part of the Stand, that has been provided by the Organiser (the "Alterations"), which results in any losses, damages, injuries, liabilities, compensation or claims to or by any persons, (together "Claims"), the Exhibitor shall be held solely and fully responsible and liable for any and all such Claims. Notwithstanding any approvals from the Organiser, the Exhibitor shall fully indemnify the Organiser, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, alleged claims or damages, costs (including but not limited to legal costs on a full indemnity basis) and expenses whatsoever arising from such Claims.
- 70.** The Organiser undertakes no financial or legal responsibility for any type of risk concerning or affecting the exhibitors/visitors, their personal belongings and exhibits. The Exhibitor shall be responsible for effecting insurance which shall include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, water, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organiser upon request. The Exhibitor shall fully indemnify the Organiser in the event that any person has sustained personal injury and/or property damage as a result of unauthorised alternation/ modification on the booths undertaken by the Exhibitor, Exhibitor's agents, representatives, contractors, employees, or other third parties.
- 71.** Exhibitors with custom-built stands accept full responsibility for the safety of its booth and shall fully indemnify and at all times hereafter keep indemnified in full the Organiser, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever which it may suffer or incur by reason of or in relation to the safety, suitability or fitness for purpose of a custom-built stand and damage caused by a custom-built stand to the Exhibition Venue, the other Exhibitors, visitors, the Organiser or any other third parties
- 72.** The Exhibitor shall take out insurance policies to cover itself against all potential liabilities

imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organiser upon request. Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor or its agents, representatives, contractors or employees to any property of the Exhibition Venue, the other Exhibitors, visitors, the Organiser or any other third parties. For exhibitors with precious exhibits, they are requested to take out insurance coverage and/or special security service at the exhibitors' expense for overnight storage.

73. The Organiser reserves the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all monies due from the Exhibitor to the Organiser (including but not limited to claims for damages) in connection with the Exhibition.
74. The Exhibitor hereby agrees that the maximum liability of the Organiser under these Conditions shall not exceed the fee actually received by the Organiser from the Exhibitor.

Waiver

75. The waiver by the Organiser of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

Termination of Right to Exhibit

76. The Organiser shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition and in any other exhibition or trade fair organised by the Organiser and to close the Stand immediately at the Exhibitor's expense in any of the following circumstances:
 - (a) if an Exhibitor or any of its representatives commits a breach of any of the Conditions or any additional rules and regulations introduced in accordance with clause 84 of the Conditions; or
 - (b) if an Exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or
 - (c) if the Exhibitor conducts any activity which, in the opinion of the Organiser, does not conform to the nature and purpose of the Exhibition, or interferes with the rights of other Exhibitors at the Exhibition; or
 - (d) if the Exhibitor displays prices or sells goods (which in either case does not conform to the nature and purpose of the Exhibition) to private persons or sells goods for immediate delivery in the Exhibition Venue; or
 - (e) if the Stand is not occupied by the Exhibitor 30 minutes before the opening hour (as

published in the Exhibitor's Manual produced by the Organiser) on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have withdrawn from the Exhibition, and the Organiser shall have the right to use the Stand or area allocated to the Exhibitor for Custom-Built Participation as it deems appropriate. The Booth Service Fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date; or

(f) if the Exhibitor's display on its stand incorporates less than 60% of its display area exhibiting the appropriate products corresponding to the product category zone as stated in the booth confirmation letter of the Exhibition or incorporates any product which does not correspond to the product listing as stated in the Application Form of the Exhibition; or

(g) if the Exhibitor is found to be acting in a discriminatory manner against certain visitors at the Exhibitions; or

(h) if the Exhibitor is found to have committed any act which, in the opinion of the Organiser, might prejudice or damage the reputation and/or image of Hong Kong, its industries, the fair or the Organiser. Areas of concern include product safety and respect for intellectual property rights (IPR), labour rights, environmental laws etc; or

(i) if the Exhibitor is accused or convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organiser into disrepute; or

(j) if the Exhibitor is in breach of any applicable local laws, rules or regulations; or

(k) if the Organiser in its sole and absolute discretion decide that the Exhibitor's right to exhibit shall be terminated.

77. In the event that an Exhibitor's right to exhibit in the Exhibition is terminated under clause 76 (a), (b), (c), (d), (e), (f), (g), (h), (i) or (j) of the Conditions, the Exhibitor shall have no claim for refund of any monies paid to the Organiser.

78. The Organiser shall return to the Exhibitor all Booth Service Fees paid in the event of a termination of the Exhibitor's right to exhibit under clause 76 (k) of the Conditions. The Exhibitor shall have no other claims against the Organiser for any of its loss or damages in connection with any such termination.

Postponement and Cancellation of Exhibition

79. The organiser reserves the right to change the date(s) of the Exhibition to other date(s) (including but not limited to postponing to later date(s)) as the Organiser deems fit, or cancel, alter in character or mode, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor due to circumstances beyond the Organiser's control including but not limited to acts of God, war, health concerns (such as outbreaks of the Severe Acute Respiratory Syndrome, bird flu or other health threats), fear of terrorist attack, riots, demonstrations, travel restrictions, curfew, epidemic, embargo, civil unrest, legal proceedings, industrial disputes of whatever nature, government regulations, the lack of or refusal to grant any government or third party approvals, permits, consents or licences, major disruption of transport system, system malfunctions or failure of telecommunications or other electronic communications that make it in the opinion of the Organiser impossible or impractical or undesirable for the Organiser to hold the Exhibition as

initially planned. The Exhibitor shall have no claim against the Organiser or its agents or representatives, whether for loss or damage, or return of all or part of any money paid by the Exhibitor in respect of any postponement, cancellation, alternation, reduction, shortening or extension made in accordance with this provision.

80. The Organiser reserves the right to change the plan, site character or venue of the Exhibition at any time without giving notice to the Exhibitor. Proportional allowance for use of the Exhibition Venue may be made if deemed appropriate by the Organiser (in its sole and absolute discretion) but it shall not be liable for any further compensation to the Exhibitor.

Disclaimer

81. The Organiser has the sole and absolute discretion in relation to the admission of visitors to the Exhibition (including but not limited to determining any admission requirements or procedures). The Exhibitor acknowledges that the Organiser has given no commitment or guarantee as regards the number of visitors to the Exhibition and the results of the Exhibition and agrees that it has no claim against the Organiser or its agents or representatives in this connection.
82. The Exhibitor acknowledges and agrees that the Organiser shall not be responsible for any losses or damages that the Exhibitor's business may suffer and that the Organiser has made no warranties of any kind, express or implied for services to be provided hereunder. The Organiser hereby disclaims any warranty or merchantability or fitness for any particular purpose.
83. The Exhibitor further acknowledges and agrees that the Organiser shall not be responsible for any system malfunctions or failure of telecommunications or other electronic communications at the Exhibition Venue which is beyond the Organiser's control.

Additional Rules & Regulations

84. The Organiser reserves the right to interpret, alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the exhibitors' manual) at any time it considers necessary for the orderly operation of the Exhibition. The amended Conditions and the additional rules and regulations shall become effective immediately upon posting of the same on our website at www.hktdc.com/hktradedefairs. Once the amended Conditions and the additional rules and regulations have been posted on our website at www.hktdc.com/hktradedefairs, you will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. All interpretations of these Conditions and any additional rules and regulations by the Organiser shall be final and

binding on the Exhibitor.

- 85.** The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into these Conditions. In the event of conflict between the provisions of such rules and regulations and these Conditions, these Conditions shall prevail. Copies of the rules and regulations of the Exhibition Venue are available from the Organiser on request.
- 86.** The Exhibitor is responsible for all its own costs and charges incurred in entering into and carrying out the agreement governed by these Conditions, including any and all costs associated with communications facilities and access to electronic services.

Notices

- 87.** All notices, agreements, approvals, permissions and the like required by these Conditions to be in writing must be given:

To the Organiser either by electronic mail to exhibitions@hktdc.org ; fax to (852) 2584 0249; or post to Hong Kong Trade Development Council, 38/F, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong;

To the Exhibitor either by the website at www.hktdc.com/hktradedefairs or via the Exhibitor Online Platform or by email, fax or post to the addresses given in the Application Form;

or by such other methods as agreed or as notified by the Organiser from time to time. The Exhibitor consents to the use of electronic records and communications and online processing for all matters connected to these Conditions or their subject matter.

Conflict with Application Form

- 88.** If the provisions of these Conditions conflict with the Application Form, the provisions of these Conditions shall prevail.

Language

- 89.** These Conditions are prepared in both English and Chinese languages. In the event of any discrepancy between the two language versions, the [English] version shall prevail.

Governing Law

90. These Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

TERMS & CONDITIONS FOR HKTDC ADVERTISEMENTS, RELATED ADVERTISING SERVICES AND ONSITE ADVERTISING ITEMS AT EVENTS

1. INTERPRETATION

- 1.1 In this Terms & Conditions unless the contrary intention appears the following definition(s) apply:

"Advertisements"	print, online, videographic (for example TV wall or LED signboard) and/or physical (including onsite advertising items, for example lightboxes, models, showcases, banners) advertisements accepted for publication by HKTDC in a Publication, the HKTDC website, and/or on premises in which HKTDC may choose to display such advertisements (including those it uses for staging exhibitions)
"Advertisers"	any person and/or company and/or business who places Advertisements in a Publication, at HKTDC Exhibitions, on the HKTDC website, and/or HKTDC mobile applications
"Authentication Services"	Dun & Bradstreet Checked Services, TÜV Rheinland Certificate Verification Services, and/or other verification services provided by other service providers as HKTDC may nominate from time to time
"Publication"	any publication published or owned by HKTDC on which Advertisements provided by Advertisers are published with HKTDC's permission
"Related Advertising Service/s"	Includes media storage space, video production, photo shooting, content editing, banner ad design, electronic direct mail marketing (eDM) for product/content feature, social media postings, paid exposure (boosters), and other related advertising services which may be offered as appropriate by HKTDC
"HKTDC"	Hong Kong Trade Development Council

"HKTDC website" ["www.hktdc.com"](http://www.hktdc.com), ["sourcing.hktdc.com"](http://sourcing.hktdc.com), ["info.hktdc.com"](http://info.hktdc.com), ["spcs.hktdc.com"](http://spcs.hktdc.com), or any other Internet website, including HKTDC mobile applications, operated by HKTDC on which Advertisements provided by Advertisers are published with HKTDC's permission

1.2 Words denoting the singular shall include the plural and vice versa.

1.3 The headings in these Terms and Conditions are inserted for convenience only and do not affect its construction.

2. GENERAL

- 2.1 All Advertisers must be legally and validly registered companies or businesses either in Hong Kong Special Administrative Region or in their country of origin. HKTDC reserves its rights to (i) require Advertisers to produce a copy of their business registration certificate, certificate of incorporation or other company or business registration documents at any time; (ii) refuse to accept an Advertisement or Related Advertising Service order if such documents are not provided by the Advertisers; and (iii) decline to publish any Advertisement, perform any Related Advertising Service, or accept any Advertiser if the Advertiser fails to validly participate in such Authentication Services as HKTDC may direct and having done so make copies of such services' reports and profiles, which must be reasonably satisfactory to HKTDC, available to HKTDC.
- 2.2 Save for the other provisions contained herein, HKTDC reserves the right, at its sole and absolute discretion, to change the Advertisement release date and to refuse the Advertiser's application to publish and display any Advertisement or perform any Related Advertising Service, without giving any reason regardless of the settlement of the advertising fee, and HKTDC shall not be responsible for any losses, damages, costs or expenses that the Advertiser incurs or may incur as a result of or in connection with such rejection, variation or modification.
- 2.3 All Advertisements and Related Advertising Services must comply with HKTDC's [Listing Policy](#).
- 2.4 All Advertisers must comply with the relevant Rules & Regulations of HKTDC Exhibitions posted on HKTDC website for the relevant exhibition.
- 2.5 The Advertiser hereby agrees and understands that after payment is received by HKTDC, hktdc.com online packages will become effective on the date specified by the Advertiser if also agreed by HKTDC. The Advertiser's company listing will be launched on the specified effective date, regardless whether the Advertiser has uploaded any other company or product/service information which shall be subject to HKTDC's approval.
- 2.6 All Advertisers are required to maintain a valid, active, and effective online advertising

profile on the HKTDC platform. Upon the suspension, cancellation or expiry of the Advertiser's advertising profile on the HKTDC platform, all Advertisements and Related Advertising Service/s shall be suspended or cancelled pursuant to clauses 3.2(e) or 3.2(f), as the case may be, until such time that the Advertiser has renewed its online advertising profile on the HKTDC platform.

3. CANCELLATION, SUSPENSION AND ALTERATION

3.1 Advertisements and Related Advertising Services may only be cancelled by the Advertiser subject to:

- a. the confirmation of agreement for cancellation by HKTDC which shall be made at the sole and absolute discretion of HKTDC; and
- b. the right of HKTDC to claim against the Advertiser for the full scale amount and/or charges in respect of all Advertisements that have been published by HKTDC and all Related Advertising Services performed by HKTDC under this Contract and also without prejudice to the rights and remedies of HKTDC against the Advertiser in respect of any accrued or antecedent claim or breach of any of the terms and conditions set out in this Contract; and
- c. the full payment of the claim referred to in b) above by the Advertiser.

3.2 HKTDC shall have the right at its sole and absolute discretion to

- a. change the position of any Advertisement accepted for publication in the Publication, at HKTDC Exhibitions and/or the HKTDC website and change the allocation and location of onsite advertising items without any notice;
- b. perform any of the Related Advertising Services in such manner, duration and projected output as agreed with the Advertiser;
- c. make any alteration it deems necessary or desirable in any Advertisement and require any block, copy or advertising material to be amended or altered to meet HKTDC's approval; and
- d. vary or modify the website address, name, design, layout, contents, production, download time, time of publication, resolution, packaging, any other matter in relation to the Publication and/or the HKTDC website or any issue thereof or any other matters relating to the HKTDC website and any property owned by HKTDC on which Advertisements are published without prior notice and HKTDC shall not be responsible for any losses, damages, costs or expenses that the Advertiser incurs as a result of or in connection with such variation or modification.
- e. suspend the Advertisement and/or the performance of any Related Advertising Service/s if the Advertiser does not maintain a valid and effective online advertising platform; and
- f. cancel the Advertisement and/or the performance of any Related Advertising Service/s and forfeit the payments made for such Advertisement and/or Related Advertising Service/s if the Advertiser does not renew its subscription package or does not maintain a valid and effective online advertising profile on the HKTDC platform within a reasonable period.

- 3.3 The date(s) and month(s) of publication of the Publication and/or the HKTDC website or any issue thereof as advised by HKTDC (whether under this Contract or otherwise) is/are for indication only. HKTDC shall have the right at its sole and absolute discretion to alter the date/month of publication of the Publication and/or the HKTDC website, cancel or suspend the publication of the Publication or any issue thereof and/or the HKTDC website without any prior notice to the Advertiser. In the event HKTDC cancels or suspends the publication of the Publication or any issue thereof and/or the HKTDC website, HKTDC shall make a reasonable and proportional refund of the advertising fee paid to HKTDC for the particular Advertisement which is not published or launched by HKTDC or which is not published or launched by HKTDC for the full term of the publication period stated in this Contract because of the aforesaid cancellation or suspension without any compensation. In no circumstances shall the total liability of HKTDC for any such alteration, cancellation or suspension exceed the amount of a full refund of the advertising fee paid to HKTDC for the particular Advertisement in connection with which liability arose. The Advertiser hereby unconditionally and irrevocably undertakes that it will not make any other claim both legal or equitable against HKTDC, its servants and/or agents for any losses or expenses that it may suffer or incur as a result of or otherwise in connection with such alteration, cancellation or suspension.
- 3.4 Without prejudice to Clause 3.1 of this Contract, if the Advertiser for whatever reason cancels any Advertisement or Related Advertising Service placed with HKTDC under this Contract, HKTDC shall have the right to demand repayment in full of any concessions, discounts and/or price reduction given to the Advertiser in respect of such Advertisement or Related Advertising Service. If the Advertiser, due to any fault or inaction on its part or as a result of its own decision, fails to place all the Advertisements or Related Advertising Service under the date and time specified in the Contract, HKTDC shall have the right to demand repayment of discounts, concessions, and/or price reduction (including without limitation any series discounts given to long-term booking) given to the Advertiser in respect of any other Advertisement or Related Advertising Service under the Contract.
- 3.5 HKTDC reserves the right to charge an additional service fee for collateral services (such as promotion or secondary content) which are not covered by Related Advertising Services and/or commission on transactions taking place through the HKTDC Website. Should HKTDC decide to do so it will publicize the same via a general message at www.hktdc.com together with any additional terms and conditions. Advertisers hereby authorize HKTDC to instruct any third party payment processor (such as PayPal) used in a transaction to deduct any and all outstanding service fees and/or commissions due from transaction amounts and transfer the same to HKTDC for settlement of its outstanding service fees and/or commissions.
- 3.6 HKTDC reserves the right to charge an additional administrative fee for cancellation of any successful application of onsite advertising items. Should HKTDC decide to do so it will publicize the same via a general message at www.hktdc.com together with any additional terms and conditions.

4. REMEDY AND REFUND

4.1 In the event of any error, mistake, misprint or omission in the launching, printing or publication of an Advertisement or any part thereof, or in the performing of any Related Advertising Services, which arises out of the negligence or default of HKTDC, HKTDC will reinsert the Advertisement or the relevant part thereof (as the case may be) in the next issue or remedy such error, mistake, misprint or omission as soon as practicable or make a reasonable and proportional refund or adjustment to the advertising fee. No reinsertion, fee refund or adjustment will be made where the error, mistake, misprint or omission does not materially detract from the Advertisement or the Related Advertising Service. The error, mistake, misprint or omission should be communicated to HKTDC by email within a period of five (5) days from the time of printing or publication in case of an Advertisement or within five (5) days from the time the Related Advertising Service has been performed. Failure to communicate the error, mistake, misprint or omission within this period shall absolve HKTDC of any liability. In no circumstance shall the total liability of HKTDC for any error, mistake, misprint or omission exceed the amount of a full refund of the advertising fee paid to HKTDC for the particular Advertisement or the Related Advertising Service in connection with which liability arose or the cost of a further or corrected Advertisement or Related Advertising Service of a type and standard reasonably comparable to that in connection with which liability arose. In the case of any such error, mistake, misprint or omission, the only remedy to the Advertiser will therefore be any one of the following:

- i. a reinsertion of the particular Advertisement in connection with which liability arose or the relevant part thereof (as the case may be) in the next issue of Publication and/or in the relevant HKTDC website;
- ii. to remedy such error, mistake, misprint or omission as soon as practicable and in such manner as may be agreed between the Parties;
- iii. a full refund or a reasonable and proportional refund (as the case may be) of the advertising fee paid to HKTDC for the particular Advertisement or Related Advertising Service in connection with which liability arose; or
- iv. the cost of a further or corrected Advertisement or Related Advertising Service of a type and standard reasonably comparable to that in connection with which liability arose.

The Advertiser hereby unconditionally and irrevocably undertakes that it will not make any other claims both legal or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of or otherwise in connection with such error, mistake, misprint and/or omission.

4.2 In the event that HKTDC removes any Advertisement if the Advertiser fails to validly participate in the Authentication Services, the Advertiser shall have no claim for refund of advertising fee paid to HKTDC.

4.3 In the event that HKTDC removes any Advertisement placed by the Advertiser or refuses to perform any Related Advertising Service for any reason(s) other than those stated in Clause 3.2(f), 4.1, 4.2, 4.6 and 10.2 of this Contract, HKTDC shall make a reasonable refund of the advertising fee paid to HKTDC for the particular Advertisement which is so removed by HKTDC or the Related Advertising Service not performed by HKTDC. In no circumstance shall the total liability of HKTDC for such removal or failure to perform exceed the amount of a full refund of the advertising fee paid to HKTDC for that particular

Advertisement or Related Advertising Service. The Advertiser hereby undertakes that it will not make any claims both legal and/or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of otherwise in connection with such removal or failure to perform.

- 4.4 The Advertiser may request HKTDC to remove any Advertisement placed before the expiration of the publication period stated in this Contract. The Advertiser may also request HKTDC to cease with the performance of any Related Advertising Service before the expiration of the period stated in this Contract. In the event that such Advertisement is so removed and/or the performance of the Related Advertising Service has terminated with the consent and approval of HKTDC, the Advertiser shall not be entitled to any refund of the advertising fee paid to HKTDC nor any other claims both legal and/or equitable against HKTDC whatsoever.
- 4.5 Regarding the Advertisements of onsite advertising items, HKTDC reserves the right to terminate this Contract and/or discard the installation of the Advertisements without notice in the case of any late payment or if the Advertiser fails to submit all information and materials required by HKTDC on or before the advertising material submission deadline. The Advertiser shall not be entitled to any refund of the advertising fee(s) and/or deposits paid to HKTDC. HKTDC reserves the right, at its sole and absolute discretion, to release and re-allocate the relevant advertising items.
- 4.6 HKTDC shall not be liable for any losses incurred or may be incurred by the Advertiser through the delay in the performance or the failure to perform any of the Related Advertising Services due to Advertiser's fault, error, omission or negligence. Advertiser undertakes to comply with the requirements and timeline set by HKTDC for the applicable Related Advertising Service. The Advertiser shall not be entitled to any refund of the advertising fee(s) and/or deposits paid to HKTDC for the delay in the performance or the failure to perform any of the Related Advertising Services due to its fault, error, omission or negligence.

5. REPRESENTATION

- 5.1 HKTDC makes no representation to the Advertiser as to the quality of the Publication and/or the HKTDC website (whether in respect of paper type, colour, resolution, download time, layout presentation or otherwise), or the quality of the output of the Related Advertising Service, or the number of impressions or enquiries an Advertisement or Related Advertising Service shall generate, and HKTDC shall not be liable to the Advertiser in respect of all or any of the same.

6. LIMITATION OF LIABILITY BY HKTDC

- 6.1 HKTDC provides a communication platform for Advertisers to receive and reply to visitors' enquiries for business purposes. The Advertiser shall properly manage the use and confidentiality of the Message Centre Account and Contact List and should take its own precautions to prevent any misuse thereof by its staff. The Advertiser should inform

HKTDC in writing at least 5 working days in advance of any proposed change of its log-in name and password. HKTDC shall in no circumstances be liable to the Advertiser or the visitors to the HKTDC website or any other person for any error, mistake, misuse, delay, loss or omission whatsoever and howsoever occurring in communications between them (including, without limitation, buyer enquiries) or the level of safety with which they are conducted. The Advertiser unconditionally and irrevocably undertakes that it will not make any claim either legal or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of or otherwise in connection with such error, mistake, misuse, delay, loss or omission.

- 6.2 HKTDC undertakes no financial or legal responsibility for any type of risk concerning or affecting the Advertisers/Exhibitors/visitors, their personal belongings and exhibits during delivery (including the delivery to and from the Advertiser and HKTDC, HKTDC and service providers), storage and/or display during fair period. The Advertiser shall be responsible for effecting insurance which shall include (but not limited to) its displays, exhibits, stand fittings and fixtures against loss or damage by theft, fire, water, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to HKTDC upon request.
- 6.3 The Advertiser shall take out insurance policies to cover itself against all potential liabilities imposed on it in the conditions as stipulated in the Rules & Regulations of HKTDC Exhibitions posted on HKTDC website as well as possible legal liability for negligence and shall produce such policy of insurance to HKTDC upon request. The Advertiser is fully liable for any loss or damage caused by an act or omission of the Advertiser or its agents, representatives, contractors or employees to any property of the Exhibition Venue, the other Advertisers, Exhibitors, visitors, HKTDC or any other third parties. For Advertisers with precious exhibits, they are requested to take out insurance coverage and/or special security service at the Advertisers' expense for overnight storage.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Advertiser hereby undertakes to act in good faith in all respects and represents, warrants and undertakes that (i) no third party intellectual property rights or any other rights will be infringed as a result of HKTDC's performance of the Related Advertising Service, publication of any Advertisement on the Publication, at HKTDC Exhibitions and/or the HKTDC website featuring the Advertiser's products or services and/or in any material supplied by the Advertiser to HKTDC in relation to or otherwise in connection with the Advertisement or the Related Advertising Service; (ii) the Advertiser's Advertisement complies with and will comply with all applicable laws and regulations, including without limitation, those relating to advertising; and (iii) it has obtained all necessary consents and licences for the Advertisement or the Related Advertising Service.
- 7.2 HKTDC reserves the sole and absolute discretion to decline to publish any Advertisement or to perform any of the Related Advertising Service if it reasonably suspects that the Advertisement or Related Advertising Service may (i) involve the infringement of intellectual property rights or other rights of any third party; or (ii) otherwise contravenes Clause 7.1 of this Contract, unless the Advertiser can, within 3 working days of being

requested to do so, adduce evidence to the satisfaction of HKTDC that (a) it has the right to place the Advertisement or request the Related Advertising Service, and/or the Advertisement or the Related Advertising Service does not infringe any intellectual property rights of any third party; or (b) the Advertisement or the Related Advertising Service does not contravene Clause 7.1 of this Contract. In respect of online advertisements published on the HKTDC website, HKTDC shall remove the Advertisement immediately if it reasonably suspects that the Advertisement may (i) involve the infringement of intellectual property rights or other rights of any third party; or (ii) otherwise contravenes Clause 7.1 of this Contract. HKTDC shall consider to publish the advertisements or perform the Related Advertising Service again if the Advertiser can, within 3 working days of being requested to do so, adduce evidence to the satisfaction of HKTDC that (a) it has the right to place the Advertisement and/or the Advertisement or the Related Advertising Service does not infringe any intellectual property rights of any third party; or (b) the Advertisement or the Related Advertising Service does not contravene Clause 7.1 of this Contract. The Advertiser agrees that it shall comply with the complaint procedure applicable to the Advertisement regarding infringement of intellectual property rights that HKTDC may issue from time to time, whether as a complainant of infringement of intellectual property right or as a party subject to any such complaint.

7.3 HKTDC reserves the sole and absolute discretion to decline to publish, remove any Advertisement, or refuse to perform any Related Advertising Service if the Advertiser is found to have committed any act which, in the opinion of HKTDC, might prejudice or damage the reputation and/or image of Hong Kong, its industries, or HKTDC. Without limitation, particular areas of concern include product safety and respect for intellectual property rights (IPR), labour rights and environmental laws. Furthermore, breach of any applicable laws, rules or regulations shall immediately entitle HKTDC in its absolute discretion to remove any Advertisement, cease from performing any Related Advertising Service and terminate this Contract without notice to the Advertiser.

7.4 The Advertiser agrees that it shall comply with the IPR Complaint Procedures and Guidelines for HKTDC Publications & HKTDC Website (http://www.hktdc.com/resources/Corporate_Site/tu/main/s/134/1324006263864_IPR-Complaint-Procedures-Guidelines-EN-Dec-2011.pdf) whether as a complainant of infringement of intellectual property right or as a party subject to any such complaint. HKTDC may, in its sole and absolute discretion, terminate this Contract (with no refund payable), and/or prohibit the Advertiser from placing advertisements on the HKTDC website and in Publications, and/or availing any of the Related Advertising Services, if there have been more than two (2) valid IPR complaints filed against the Advertiser within any one (1) year period, which have been accepted by HKTDC's legal advisor.

7.5 All Advertisers must comply with the rules & regulations stipulated in the relevant "IPR Clauses for Advertising Space Order Forms" and "Protection of Intellectual Property Rights at HKTDC Exhibitions – Exhibitors' Brief" posted on HKTDC website for the relevant exhibition.

8. INDEMNITY

- 8.1 The Advertiser hereby undertakes and agrees to fully and unconditionally indemnify and hold HKTDC and its agents, representatives, contractors and employees harmless against any claims, damages, penalties, losses or any expenses howsoever incurred as a result of or in connection with (i) any breach or alleged breach of representation, warranty or undertaking given by the Advertiser; (ii) any infringement or alleged infringement of intellectual property rights, including but not limited to patents, registered designs, copyrights or trade mark infringement arising as a result of the insertion of any Advertisement by the Advertiser or any agent of the Advertiser in any Publication published by HKTDC, at HKTDC Exhibitions and/or in the HKTDC website; (iii) any claim that the Advertisement or Related Advertising Service involves false or deceptive advertising or sale practices; (iv) any claim arising or in connection with Clause 9.1 of this Contract and/or (v) any third party claims whatsoever arising in or derived from or as a direct or indirect result of the insertion of any Advertisement by the Advertiser, including in relation to its goods and/or services.
- 8.2 The Advertiser undertakes to fully indemnify and at all times hereafter to keep indemnified in full HKTDC, its agents, representatives, contractors and employees on demand from and against all losses, liabilities, actions, proceedings, claims, damages, costs (including but not limited to legal costs) and expenses whatsoever which it may suffer or incur by reason of or in relation to the negligence, wilful default or fraud of the Advertiser in the performance of any agreement hereunder or any breach by the Advertiser of the conditions stipulated in the Rules & Regulations of HKTDC Exhibitions posted on HKTDC website.

9. PROOF OF QUALITY

- 9.1 All statements, claims or representations ("Claims") in the Advertisement or Related Advertising Service regarding the quality of the Advertiser's products or services must be (i) accompanied by a clear and written reference in the Advertisement to the independent survey, research or other source upon which the Claims are based; and (ii) supported by the relevant independent survey, research or other source, a copy of which must be provided to HKTDC.

10. WARRANTIES

- 10.1 The Advertiser hereby warrants that it has not been and is not engaged in any legal proceedings (including litigation, arbitration and/or prosecution) and no such proceedings were or are pending or threatened, nor are there any facts likely to give rise to such proceedings known or which would on reasonable enquiry be known to the Advertiser or its directors, other than those which have been disclosed to HKTDC in writing prior to the entering of this Contract. The Advertiser acknowledges that it shall immediately notify HKTDC in writing upon becoming aware of any matter or thing which has rendered or may or is likely to render any warranty in these terms and conditions untrue or incorrect.
- 10.2 In the event of any breach by the Advertiser of any of its warranties, undertakings and/or other provisions of this Contract, HKTDC shall have the right at its sole and absolute discretion to remove from the Publication and/or the HKTDC website Advertisement

placed by the Advertiser forthwith and/or refuse to perform the Related Advertising Service and/or to terminate this Contract forthwith without notice, in which case HKTDC shall not be liable to refund any advertising fee paid to HKTDC for such Advertisement so removed and the Advertiser hereby undertakes that it will not make any claims both legal or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of or otherwise in connection with such removal.

10.3 To the fullest extent permitted by law and other than as expressly set out in this Contract, the devices, equipment, and materials used in the Related Advertising Service are provided "AS IS", "AS AVAILABLE" and "WITH ALL FAULTS", and the Advertiser is aware and availing them at its own risk, and HKTDC does not make any guarantee in connection with the Related Advertising Service and the Advertiser's intended output.

11. ADVERTISEMENT PREPARATION, REVIEW AND APPROVAL

11.1 The content and all colour proofs, digital files, copies, artworks, photos, pictures, graphics or information involved in an Advertisement and/or Related Advertising Service are subject to final approval by HKTDC which reserves all its rights to amend or refuse any Advertisement and/or Related Advertising Service. Any such amendment or refusal shall not result in HKTDC incurring any liability to the Advertiser or its agents whatsoever.

11.2 All Advertisement and/or web page designs (including, without limitation, text, graphics and pictures) and artworks must be submitted to HKTDC not less than 30 days before the first day of the publication period stated in this Contract for HKTDC's approval. All submitted colour proofs and digital files will not be returned.

11.3 All digital files must be attached with colour proofs for printing reference.

11.4 No proofs will be provided to the Advertiser prior to publication of the Advertisement.

11.5 HKTDC provides a platform only and is not a party to, nor in any way involved in, any transactions carried out through or facilitated by any Advertisement, Related Advertising Service, Publication or the HKTDC website. Approval of an Advertisement or Related Advertising Service does not constitute endorsement by HKTDC of its content or the Advertiser's goods and/or services. The Advertiser shall not make any false, misleading, defamatory, libelous, discriminatory, threatening, harassing, objectionable, offensive, unlawful or inconsistent statement and shall correct any mistaken impressions that its buyers or potential buyers may have.

11.6 Onsite advertising items are only available to Exhibitors of the relevant HKTDC Exhibition with exhibits of fair-related products and/or services. All onsite advertising items, including the design and content of the Advertisements, are subject to the final approval from HKTDC. All Advertisements displayed at HKTDC Exhibitions shall not promote any non-HKTDC event. HKTDC reserves the right, at its sole and absolute discretion, to refuse the Advertiser's application and display of any Advertisement and/or

application for any Related Advertising Service without giving any reason regardless of the settlement of the advertising fee.

- 11.7 Advertisers of onsite advertising items are required to follow the advertising material submission deadline of the respective advertising item and submit artwork file for production in accordance with the specifications required by HKTDC. HKTDC shall not be liable to the Advertiser in respect of the appearance and quality (including colour and resolution) of the Advertisements. Late advertising material submission is subject to HKTDC's acceptance and an extra handling fee of \$3,000 per advertising item will be imposed.
- 11.8 For advertising or feature listing on the trade fair website in the HKTDC website, the concerned products must match the product categories of corresponding trade fairs, and HKTDC has the final decision whether an advertisement or products are suitable for being listed or advertised on a particular fair website.

12. PRICING

- 12.1 The advertising fee and all monies payable to HKTDC are exclusive of all taxes. Any applicable tax on the advertising fees or charges will be the responsibility of the Advertiser. If at any time there is any withholding or deduction in respect of any taxes, duties or other charges that the Advertiser would need to apply in accordance with any applicable laws of any country/region on any payment to HKTDC, the sum due from the Advertiser in respect of such payment shall be increased to the extent necessary to ensure that after making such deduction or withholding, the net amount paid to HKTDC shall be equal to the sum it would have received if no deduction or withholding had been applied, and the Advertiser shall be responsible for settling the withholding taxes or other payments to the relevant authorities on its own account. Any invoice sent to the Advertiser by HKTDC may include any applicable tax chargeable in accordance with the applicable laws.
- 12.2 Payment in respect of Advertisements or Related Advertising Services must be received by HKTDC (in the case that the Advertisement order is placed by the Advertiser through an advertising agency accredited by HKTDC) as per terms of payment of respective agencies or (in the case that an Advertisement order is placed directly to HKTDC by the Advertiser) not less than 30 days before the first day of the publication period of the Advertisement and/or not less than 30 days before the start date of the Related Advertising Service as stated in this Contract, and any late payment shall entitle HKTDC, at its sole and absolute discretion, to refuse publication of any Advertisement or performance of the Related Advertising Service without incurring any liability whatsoever to the Advertiser or its agent as a result of its refusal to publish or perform.
- 12.3 For Advertisements comprising onsite advertising items, a deposit of at least 50% of the advertising fee must be received by HKTDC in accordance with the respective intention deadline of the exhibition posted on its website hktdc.com and the balance payment of the advertising fee for confirmed Advertisements must be received by HKTDC within 5 working days from the issue date of the Confirmation Letter issued by HKTDC. The

Advertiser shall not be entitled to any refund of advertising fee and/or deposit paid to HKTDC and no change of advertising items and locations will be allowed for any confirmed advertising items. Any late payment shall entitle HKTDC, at its sole and absolute discretion, to refuse the Advertiser's application and publication of any Advertisement without HKTDC incurring any liability whatsoever to the Advertiser or its agent as a result of its HKTDC's refusal.

13. LONG-TERM BOOKING

13.1 Long-term bookings are subject to price variation and format alteration as and when announced by HKTDC from time to time.

14. DISPOSAL OF ADVERTISEMENT MATERIALS

14.1 All submitted web page designs (including, without limitation, text, graphics and pictures), artworks and digital files must be collected by the advertising agency or Advertiser from HKTDC (within 3 calendar months of the first day of the publication period stated in this Contract). HKTDC reserves all its rights to dispose of or otherwise deal with all uncollected materials in such manner as it thinks fit and Advertiser is not entitled to any compensation whatsoever.

14.2 All Advertisement on Publication must be submitted to HKTDC in digital files (in PDF/X1a:2001 format or such other format as may be specified by HKTDC from time to time in its sole and absolute discretion) and accompanied by colour proofs for printing reference. Only if the Advertiser chooses to supply the colour proofs in conformity with ISO 12647-2 standard, HKTDC will instruct its printer to print the corresponding Advertisement in conformity with such ISO standard to ensure colour quality of the advertisement. HKTDC shall have no liability for the colour quality or other aspects of the Publication and the foregoing is subject always to Clause 5.1 of this Contract. No proofs will be provided to the Advertiser prior to publication of the Advertisement.

15. FORCE MAJEURE

15.1 If either the Advertiser or HKTDC is affected by any cause outside or beyond its reasonable control including (without limitation) acts of God, interruption or disruption in transmission of an Advertisement or any enquiry from visitors of the HKTDC website, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal or licence, power failure, fire, computer virus or the lack of availability of materials, it shall promptly notify the other party of the nature and extent of the circumstances in question. Notwithstanding any other provision of this Contract, neither party shall be deemed to be in breach of the terms and conditions of this Contract, or otherwise be liable to the other, for any delay and the performance of its obligation shall be extended accordingly as the case may be.

16. LINKING OF WEBSITE

16.1 For linking of Advertiser's own website to HKTDC website, the content of the Advertiser's own website shall be professionally-prepared in a presentable manner, have details and image regularly updated to maintain accuracy and shall contain no critical, offensive and derogatory comments about other countries, territories, governments, persons, companies, products or services and comply with any laws and regulations of Hong Kong. It shall not be a database nor incorporate nor link directly or indirectly with any other websites, advertisements, or any other promotionally commercials (be it private or public) of the advertiser or any other third party company, corporation or person save and except with HKTDC's prior written consent.

17. ENTITLEMENT OF FREE COPY

17.1 Advertisers of each unit of Advertisement are entitled to one free copy of the respective Publication where the Advertisement appears.

18. SOLICITING

18.1 Any person, excluding any officer or employee of HKTDC but including any accredited advertising agency of HKTDC, in soliciting orders for advertising spaces and in all dealings and correspondence with the Advertiser in relation or incidental thereto shall act on its own behalf as principal and not as agent for or partner of HKTDC. HKTDC shall not be liable for any representation, act, omission, neglect or default of any such person whatsoever.

19. GOVERNING LAW AND JURISDICTION

19.1 These terms and conditions are governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China and the parties hereby agree to submit themselves to the non-exclusive jurisdiction of the Hong Kong Special Administrative Region courts and jurisdiction.

20. MISCELLANEOUS

20.1 HKTDC reserves the right to interpret, alter and amend any of these terms and conditions at any time it considers necessary. The amended terms and conditions shall become effective immediately upon posting of the same on our website at http://info.hktdc.com/promotion_terms/index.htm. Once the amended terms and conditions have been posted on our website at http://info.hktdc.com/promotion_terms/index.htm, the Advertiser will be deemed to have notice of the same and have accepted the amended terms and conditions. All interpretations of these terms and conditions by HKTDC shall be final and binding on the Advertiser.

20.2 These terms and conditions are prepared in both English and Chinese languages. In the event of any discrepancy between the two language versions, the English version shall prevail.

21. SUPPLIER REFERENCE

- 21.1 Data and information on suppliers, which may include Advertisers ("the Suppliers' Information") contained on, distributed through or linked or downloaded from the HKTDC website or any services contained on the Website are provided by HKTDC and/or third party providers ("Vendors"). Suppliers' Information is made available by Vendors to the best of their knowledge, without verification by HKTDC. Neither HKTDC nor the Vendors represent or make any warranty in respect of the accuracy, completeness, reliability or continuous supply of the Suppliers' Information. Any reliance by you on Suppliers' Information or any data or information contained therein will be at your own risk and neither HKTDC nor the Vendors shall be responsible or liable to you or to any other person for any direct, indirect, incidental or any other damages or loss arising out of any use or inability to use the Suppliers' Information. HKTDC reserves the right in its sole and absolute discretion, but without any obligation, to make changes or amendments to or correct any error in the Suppliers' Information without notice. HKTDC and the Vendors herein expressly disclaim any and all warranties, express or implied and do not accept any responsibility in respect of the Suppliers' Information. The above is without prejudice to the Terms of Use and Privacy Statement published on HKTDC website.
- 21.2 The Advertiser hereby agrees and accepts that HKTDC has the right to upload the information provided by the Vendors about the Advertiser on the website of www.hktdc.com.

22. TÜV RHEINLAND CERTIFICATE VERIFICATION SERVICES

- 22.1 For the terms and conditions of TÜV Rheinland Certificate Verification Services, please visit the TERMS AND CONDITIONS posted on the website of TÜV Rheinland at http://www.tuv.com/media/china/download_page/general_terms/GTCB-GC_en.pdf. TÜV Rheinland reserves the right to interpret, alter and amend any of those terms and conditions at any time it considers necessary. The amended terms and conditions shall become effective immediately upon posting of the same on its website at http://www.tuv.com/media/china/download_page/general_terms/GTCB-GC_en.pdf. Once the amended terms and conditions have been posted on its website at http://www.tuv.com/media/china/download_page/general_terms/GTCB-GC_en.pdf, the Advertiser will be deemed to have notice of the same and have accepted the amended terms and conditions. All interpretations of the terms and conditions by TÜV Rheinland shall be final and binding on the Advertiser. In the event of any conflict, the terms and conditions set out in this Contract shall prevail.
- 22.2 The Advertiser shall comply in full with the terms and conditions of TÜV Rheinland Certificate Verification Services and shall cooperate with TÜV Rheinland to complete any authentication in a timely manner.
- 22.3 As between HKTDC and the Advertiser, the Advertiser agrees that HKTDC may, at its sole option, consider itself a Client of TÜV Rheinland, as defined in the terms and conditions of TÜV Rheinland Certificate Verification Services for the limited purposes of

issuing instructions to TÜV Rheinland on the Advertiser's behalf, and receiving relevant information from TÜV Rheinland. HKTDC shall not incur any liability to TÜV Rheinland, the Advertiser, or any third party in respect of the relevant terms and conditions.

22.4 HKTDC may appoint alternative Authentication Service providers at any time on posting notification thereof at http://info.hktdc.com/promotion_terms/index.htm.

22.5 Regarding the TÜV Rheinland Certificate Verification Service, Advertisers shall provide all information and materials concerning the Certifications required by TÜV Rheinland no later than 60 days from the launch date of their advertising package.

22.6 Advertisers failing to comply with the above term 22.5 shall be deemed to have given up the TÜV Rheinland Certificate Verification Services. No refunds or compensation will be given.

Dun & Bradstreet Checked Services Terms And Conditions

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, the following words and phrases shall have the following meanings:

"Affiliates" means a person or entity that directly, or indirectly through one or more intermediates, controls or is controlled by, or is under the common control with, the person or entity specified. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies or a person or entity through the ownership of voting securities, by contract or otherwise;

"Agreement" means the D&B Checked Registration Form together with the terms and conditions herein;

"Channel Distributor(s)" means distributors appointed by D&B for purposes of promoting the Services;

"Charges" means D&B's charges for the provision of the Services exclusive of all applicable customs duties or import surcharges, sales or value added taxes, rates, duties, levies, or similar tax assessments imposed by any authority, government, or government agency which may apply or may be introduced from time to time, the

particulars of which are set out on D&B Checked Registration Form and which may be amended from time to time upon D&B notifying the Customer in writing;

- "Checked Profile" means the summary of the commercial business information of the Customer prepared by D&B based on the Materials provided pursuant to Clauses 2.2.1 and shall include any updates thereof;
- "Checked Website" means the website with URL address being <http://www.dnb.com/hk> which is owned, maintained and used by D&B for purposes arising out of and/or in connection with D&B's provision of the Services;
- "Confidential Information" means any trade secrets and/or confidential or proprietary commercial, financial, marketing, technical or other information, whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium, and which is either designated as confidential or which is otherwise clearly confidential in nature but shall not include the Materials;
- "Customer" means the company identified in the D&B Checked Registration Form, subject to the approval of D&B;
- "D&B" means Dun & Bradstreet (HK) Limited whose registered address is at 18/F, Caroline Centre, Lee Gardens Two, 28 Yun Ping Road, Causeway Bay, Hong Kong;
- "D&B Checked Registration Form" means the form to be submitted by the Customer for subscription to the Services;
- "Effective Date" means the commencement date of the Services appearing on the D&B Checked Registration Form;
- "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
- "Initial Period" means a period of twelve (12) months from the Effective Date;

"Intellectual Property Rights"	means copyright and related rights, moral rights, design rights, trade marks and service marks (including internet domain names and email address names), rights in product names, brand names, designs, logos, slogans, get up, formula and inventions, product rights, rights in knowhow, rights in databases and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world;
"Materials"	means any data, information, documentation and materials identified on the D&B Checked Registration Form to be provided by the Customer to D&B as required by D&B for purposes of enabling D&B to prepare the Checked Profile;
"Parties"	means D&B and the Customer, and the term "Party" refers to either D&B or the Customer;
"Services"	means service(s) to be provided by D&B to the Customer in the form of 'Plan A', the scope of which is more particularly described in Clause 2 and which shall be offered in accordance with the terms and conditions in this Agreement; and
"Working Days"	means any day(s) other than (i) Saturdays and Sundays, and (ii) days on which banks are closed for business in Hong Kong.

1.2 In this Agreement.

1.2.1	a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision from time to time;
1.2.2	a person includes a reference to a body corporate, association or partnership;
1.2.3	the word "include" or "including" is to be construed without limitation;
1.2.4	a Clause, Schedule or paragraph, unless the context requires otherwise, is a reference to a clause of, a schedule to or a paragraph of a schedule to this Agreement, as amended from time to time in

accordance with this Agreement; and

1.2.5 he headings are inserted for convenience only, and shall not constitute a part of or are referred to in interpreting this Agreement.

2. SERVICE

2.1 In consideration of the Charges, D&B agrees to provide the Services to the Customer.

2.2 The scope of the Services is the following:

2.2.1 upon receiving the Materials from the Customer, D&B shall

2.2.1.1 review the Materials; and

2.2.1.2 no later than thirty (30) days upon receiving the Materials prepare the Checked Profile provided that D&B receives adequate and appropriate Materials which shall be determined solely by D&B.

2.2.2 D&B shall update the Checked Profile once every six (6) months and in order to take benefit of this updating service, the Customer must provide D&B with all necessary Materials no later than thirty (30) days prior to the date(s) scheduled for updating the Checked Profile which are set out on the D&B Checked Registration Form;

2.2.3 any non-scheduled update of the Checked Profile requested by the Customer shall be additionally charged for at the then D&B's current rates which will be made available to the Customer upon request; and

2.3 The Customer acknowledges and agrees that

2.3.1 the information in the Checked Profile shall be valid as at the date of publication and D&B shall have the right, at its sole discretion, to invalidate the status of the Checked Profile if D&B discovers that the information in the Checked Profile is not or may not be accurate as at the date of publication;

2.3.2 it is the Customer's sole responsibility to ensure that the Checked Profile is accurate and up-to-date;

- 2.3.3 the Customer may make reference to the Checked Profile but only in the manner stipulated by D&B;
- 2.3.4 D&B shall not have any liability towards any third party for any loss or damage such third party suffers by relying on the Checked Profile and/or the Materials and the Customer further acknowledges and agrees that D&B will not indemnify the Customer in the event any third party claims against the Customer for any loss and damage suffered arising out of or in connection with such third party's reliance on the Checked Profile and/or the Materials;
- 2.3.5 D&B agrees not to use the Materials except for the purposes of performing its obligations to the Customer, carrying out internal analyses and improving D&B's products and services. For the avoidance of doubt the scope of use of the Materials stipulated under this Clause shall extend to all Affiliates of D&B but the restriction shall not apply to Materials that no longer or do not constitute Confidential Information, including without limitation the circumstances set out at Clause 5.2; and
- 2.3.6 D&B shall be entitled, but not obliged, to publish the Checked Profile at the Checked Website or any other websites that are controlled, operated and/or owned by D&B, D&B's Affiliates or the Channel Distributors, subject to any service agreements signed between D&B and the Channel Distributor.

3. WARRANTIES

- 3.1 D&B warrants to the Customer that it shall use all reasonable skill and care to perform the Services and it shall take all reasonable and practical steps to avoid or ameliorate any default on its part in carrying out the Services.
- 3.2 Except as expressly set out in this Agreement, all conditions, warranties and representations, expressed or implied by (i) statute, (ii) common law or (iii) otherwise, in relation to the provision of the Services are hereby excluded to the maximum extent permitted by law.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall give D&B clear briefings and shall, at its own expense, make available

the Materials to D&B by post or in the form of scanned documents if provided by electronic means and cooperate with D&B for the purposes of enabling D&B to provide the Services and to prepare the Checked Profile.

- 4.2 The Customer shall ensure the Materials it provides to D&B and the content of the Checked Profile are up-to-date and where necessary, request that the Checked Profile be updated by D&B. The Customer acknowledges and agrees that D&B shall not be responsible for any inaccuracy or out dated information and/or statements in the Checked Profile to the extent that such information and/or statements are based on the Materials.

5. CONFIDENTIAL INFORMATION

- 5.1 Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship of the Parties under this Agreement and shall not use nor disclose the same save for the purposes of this Agreement or with the prior written consent of the other Party. Where disclosure is made to any employee, sub-contractor or agent or professional advisors, it shall be done subject to obligations equivalent to those set out in this Clause 5. Each Party shall use its best endeavours to procure that any such employee, sub-contractor or agent complies with such obligations. Each Party shall be responsible to the other in respect of any disclosure or use of such confidential information by a person to whom disclosure is made.
- 5.2 The foregoing obligations shall not apply, however, to any part of the Confidential Information which (i) was already known to the recipient party (otherwise than following a breach of the Agreement) prior to receipt thereof; (ii) was already in the public domain or becomes so through no fault of the recipient party; (iii) was acquired by the recipient party from a third party having the right to convey the Confidential Information to the recipient party without any obligation of confidentiality not to disclose the same; (iv) is independently developed by the recipient party; and (v) is approved for release by prior written authorisation by the disclosing party.
- 5.3 The Parties agree to indemnify each other against loss or damage arising directly from any breach or non-performance of this Clause 5.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Materials

The Customer hereby grants to D&B and its Affiliates a non-exclusive, royalty-free licence to use the Materials for the purpose of fulfilling its obligations under this Agreement and for purposes of Clause 2.2. The Customer warrants and represents to D&B that it has all necessary rights to the Materials and that the use of the Materials by D&B and its Affiliates will not infringe any third party rights.

6.2 The Checked Profile

The Customer acknowledges and agrees that any Intellectual Property Rights developed by D&B during the course of its provision of the Services, including without limitation the Checked Profile, shall vest in D&B and the Customer agrees to take all necessary steps to vest such Intellectual Property Rights in D&B, from the date of creation if created later than the date of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

7.1 The Customer shall indemnify D&B and hold D&B harmless from and against any and all claims made against D&B alleging that the use of any or all of the Materials permitted under this Agreement infringes the Intellectual Property Rights of a third party. Such indemnity will include all losses, costs (including legal costs) and expenses incurred by D&B as a consequence of such claim. The Customer acknowledges and agrees that D&B's Affiliates may also take benefit of this indemnity.

8. LIMITATION OF LIABILITY

8.1 D&B shall not in any circumstances have any liability for any claim for loss of profits or anticipated savings, loss of goodwill or injury to reputation, loss of business opportunity, punitive damages, losses suffered by third party or indirect, consequential or special loss or damage regardless of the form of action, whether in contract, strict liability or tort (including negligence), and regardless of whether D&B knew or had reason to know of the possibility of the loss, injury or damage in question. Such exclusions will apply to the fullest extent permissible at law but D&B does not exclude liability for death or personal injury caused by the negligence of D&B or its Affiliates, its employees or agents, or for fraud.

8.2 The aggregate liability of D&B to the Customer for all losses, damages, costs, claims or expenses suffered by the Customer arising out of or in connection with any breach by D&B or its Affiliates of the terms of this Agreement or any tort or breach of statutory duty committed by D&B or its Affiliates (or any officer, employee, agent or subcontractor thereof) in connection with the performance or purported performance of D&B's obligations under this Agreement, including without limitation any indemnities given by D&B under this Agreement, shall be limited to and in no circumstances whatsoever exceed the total amount of Charges D&B receives from the Customer under this Agreement.

9. FORCE MAJEURE

9.1 No Party will be liable to the other for any delay or non-performance of its obligations

under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, inclement weather, fire, flood, explosion, civil commotion, outbreak of epidemics or strikes.

10. TERM AND TERMINATION

10.1 Subject to earlier termination as provided for in this Agreement, the Agreement

10.1.1 commences on the Effective Date and will continue in force for the Initial Period; and

10.1.2 shall be renewed automatically for further successive terms of twelve (12) months each unless the Customer notifies D&B in writing of its intention to terminate the Agreement and that such a notice must be received by D&B at least three (3) months prior to the expiration of the Initial Period and in the case of renewals after the Initial Period, three (3) months prior to the expiration of each subsequent term. In the absence of any written notice of termination from the Customer, D&B will confirm in writing the renewal of the Agreement prior to the expiration of the Initial Period and in the case of renewals after the Initial Period, prior to the expiration of each subsequent term.

10.2 This Agreement may be terminated

10.2.1 by D&B forthwith by written notice to the Customer if the Customer is in breach of any term of the Agreement and either that breach is incapable of remedy or the Customer has failed to remedy that breach within fourteen (14) days after receiving a written notice from D&B;

10.2.2 by D&B forthwith by written notice to the Customer if the Customer fails to pay the Charges when due provided that D&B gives the Customer at least fourteen (14) days prior written notice of such default and of D&B's intention to terminate the Agreement should the default remain unremedied within the said notice period;

10.2.3 by either Party with immediate effect from the date of service on the other Party of a written notice if (a) the other Party ceases or threatens to cease to carry on business; or (b) the other Party commits an act of insolvency or goes or is placed into liquidation (either provisionally or finally),

(other than solely for amalgamation or reconstruction purposes); or (c) a provisional liquidator or a receiver is appointed over any part of that Party's business or property; or (d) an encumbrancer takes possession or a receiver is appointed over the whole or any of the other's business property or assets;

10.2.4 by either Party without cause by giving thirty (30) days' prior notice in writing to the other Party; or

10.2.5 by either Party by giving the other Party one (1) month's prior written notice if a Force Majeure Event persists for more than two (2) months.

11. CONSEQUENCES OF TERMINATION

11.1 Termination by either Party in accordance with the rights contained in Clause 10 will be without prejudice to any other rights or remedies of that Party accrued prior to termination.

11.2 Termination will not discharge either Party from performing any obligation or from payment of any sums already due or becoming due by reason of the termination.

11.3 If termination is initiated by the Customer pursuant to Clause 10.2.4, the Customer shall pay D&B forthwith all outstanding Charges and any Charges paid are not refundable.

11.4 If termination is initiated by D&B pursuant to Clause 10.2.4, D&B shall refund to the Customer, on a pro-rata basis, the Charges applicable for the unused period of the Initial Period and if termination is made during any renewed term, the unused period of such renewed term.

11.5 Upon termination of this Agreement, the Customer agrees that it shall cease immediately making any reference to the Checked Profile or the Checked Website.

11.6 Clauses 1, 3, 5 to 9 and 11 to 21 shall survive termination of the Agreement.

12. NOTICES

12.1 Any notice given under or in relation to the Agreement shall be in writing, signed by or on behalf of the Party giving it and shall be served (1) by delivering it personally or by sending it by recorded delivery or registered post; or (2) by post; or (3) by facsimile transmission to the address and for the attention of the relevant Party's representative at its registered office or such other address as otherwise notified by that Party in writing.

12.2 A notice shall be deemed to have been received (1) if delivered personally, at the time of delivery; (2) in the case of post, two (2) Working Days after the date of posting; and (3) in the case of facsimile transmission, on the day of transmission if sent before 16:00 hours of any Working Day and otherwise at 09:00 hours on the next Working Day and provided that, at the time of transmission of a facsimile transmission, an error-free transmission report has been received by the sender.

13. ENTIRE AGREEMENT

13.1 This Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties relating to such matters.

13.2 Each of the Parties acknowledges and agrees that in entering into the Agreement, and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement as a warranty. The only remedy available to it for breach of the warranties will be for breach of contract under the terms of the Agreement. Notwithstanding the foregoing, nothing in this Clause 13 seeks to avoid liability for fraudulent misrepresentation or fraudulent concealment.

14. RELATIONSHIP BETWEEN THE PARTIES

14.1 Nothing in this Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

15. PUBLICITY AND BRANDING

15.1 D&B shall be entitled to make press announcements or publicise this Agreement or its contents in any way without the prior written consent of the Customer. The Customer shall grant D&B a revocable, royalty-free licence to use the Customer's logos, trademarks and/or trade names for purposes of this Clause and shall indemnify D&B and hold D&B harmless from and against any and all claims made against D&B alleging that the use of any of the Customer's logos, trademarks and/or trade names infringes the Intellectual Property Rights of a third party. Such indemnity will include all losses, costs (including legal costs) and expenses incurred by D&B as a consequence of such claim.

16. SUBCONTRACT AND ASSIGNMENT

16.1 The Customer may not assign the Agreement to any third party without prior written consent from D&B. D&B has the sole discretion to assign or subcontract any or all of its obligations under the Agreement to any third party.

17. VARIATIONS

17.1 Any amendment or variation or waiver to the Agreement shall be not be binding on the parties unless set out in writing, expressed to amend the Agreement and signed by or on behalf of each of the Parties' respective representatives.

18. WAIVER AND CUMULATIVE REMEDIES

18.1 The rights and remedies provided by this Agreement may be waived only in writing by the relevant representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

18.2 Unless a right or remedy of D&B is expressed to be an exclusive right or remedy, the exercise of it by D&B is without prejudice to D&B other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

18.3 The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law or in equity or otherwise under this Agreement.

19. SEVERABILITY

19.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of the Agreement that is fundamental to the accomplishment of the purpose of the Agreement is held to any extent to be invalid, the Customer and D&B shall immediately commence good faith negotiations to remedy that invalidity.

20. LANGUAGE

20.1 This Agreement is prepared in both English and Chinese languages. In the event of any discrepancy between the two language versions, the [English] version shall prevail.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement is governed by and shall be construed and interpreted in accordance with the laws of Hong Kong and each Party hereby submits to the non-exclusive jurisdiction of the Hong Kong courts.