Export Solutions Pty Ltd (ES) TERMS & CONDITIONS OF EXHIBITION PARTICIPATION

Constituting a Contract between ES and the Applicant Company

The terms in bold have the following meanings:

Authorised Signatory means a person authorised by the Company to enter into the Contract on its behalf. Company means the applicant Company, sole trade or partnership whose details appear on the Exhibitor Contract. Contract means the agreement between ES and the Company as detailed on the Exhibitor Contract and subject to the Terms

Exhibition means the event detailed on the Exhibitor Contract.

Group means all the Companies entering into Contracts with ES for stands on a pavilion at a particular Exhibition.

Organiser means the organisation hosting the Exhibition (UBM).

Stand Fees means the fees set out on the Exhibitor Contract which include rental of space, provision of a fully constructed stand and display aids as part of a group of stands, and any other charge detailed.

Terms means these terms and conditions.

ES means Export Solutions Pty Ltd (ACN 008 907 560) whose registered office is Suite2, 88 Walters Drive, Osborne Park, WA 6017, Australia.

BACKGROUND

- The Exhibitor Contract must be signed by an Authorised Signatory of the Company.
- The Company warrants that they have paid all sums due to the Organiser and any third party for any previous exhibition arrangements.
- The Contract will be in place once the Exhibitor Contract has been received by ES, whether by
- ES will acknowledge receipt of the Exhibitor Contract to the Company

PRICE AND PAYMENT

- The Company agrees to pay the Stand Fees in full and any other amount agreed from time to time between the parties in accordance with these terms.
- The Company agrees to pay in full all invoices issued by ES in accordance with the payment plan set out on the Exhibitor Contract or otherwise as agreed between the parties in writing from
- Payment of all additional Exhibition site services (eg use of Group telephone and fax, stand cleaning, Group brochure, refreshment account, etc) provided by, or through ES, must be made on receipt of invoice in respect of such services provided after the Exhibition by ES, the Organiser or other relevant party. The Company should note that failure to do so may affect their likelihood of entering into future arrangements with ES. $\frac{1}{2} \int_{-\infty}^{\infty} \frac{1}{2} \left(\frac{1}{2} \int_{-\infty}^{\infty} \frac{1}{2} \left(\frac{1}{2}$

EXHIBITION STAND

- Where a Company applies for a stand as part of the Group it must take the stand design provided as standard for that Group, unless agreed otherwise in writing.
- No additional construction to the standard stand design is permitted except by prior written
- Where a Company has ES's agreement described in Term (9) it is responsible for seeking quotes, commissioning of and payment for any additional construction to the stand design it requires.
- ES will make every effort to provide the stand requested, but cannot guarantee in advance either the hall, position, configuration of stand, or total area that can be provided to the Company at the Exhibition. ES will notify the Company of stand details once the stand has been allocated to the Company.
- Where it is necessary to offer the Company a stand area varying by greater than 20% of the area originally requested on the Exhibitor Contract, ES will seek the Company's agreement before allocating that area to the Company. If the Company does not agree to the variation ES will refund any payments already made and the Contract will terminate.
- If the stand area offered varies by less than 20% of the original area requested ES may allocate that area to the Company with the Company's specific agreement.
- Where the allocated stand is greater than originally requested, the Company must pay in full for the additional area. Similarly, ES will adjust the fees accordingly should a reduced area only b
- Every reasonable care will be taken by ES in the location of space to the Company to avoid inclusion of pillars, fire hydrant access points and other items on stands. Where this is not possible, Companies will be charged for the area unless the Organiser offers to credit the amount
- In some instances, ES must have Contracts in place with a minimum specified number of Companies in order to proceed with a particular exhibition. If this is the case, ES is unable to guarantee that space will be available at that Exhibition until that number of Contracts are entered into. If insufficient Contracts are entered into, ES will refund any payments made and
- will give the Company reasonable assistance in securing an independent stand at the Exhibition. ES is unable to guarantee they will be allocated sufficient space to satisfy the requirements of all potentially interested companies. The Group space at the Exhibition will, therefore, be allocated strictly in order of receipt of Exhibitor Contracts by ES.
- Where it becomes apparent that there is insufficient space available to ES at the Exhibition to be able to confirm the stand requested by the Company, the Contract will terminate, and any payments already made will be refunded in full.

CANCELLATION OR VARIATIONS TO THE CONTRACT

In the event of the Organiser or ES agreeing to any request for release from the Contract, the Exhibitor will be liable for all or part of the cost stated in the Contract on the following scale:

Cancellation 365 days or before the Exhibition 15% of cost Cancellation between 365 and 91 days before the Exhibition 50% of cost Cancellation 90 days or less before the Exhibition Full cost

The scale of charges will apply only from the date the Organiser or ES receives written notice by letter, e-mail or fax. In addition to this scale, the Exhibitor will be liable for any specific cost incurred on his behalf by the Organiser.

FAILURE TO EXHIBIT

Any organisation which, having signed a contract for exhibition space, fails to exhibit 20.1 whether or not for any reason of the Exhibitor's own choosing and has not been released from the Contract by the Organiser shall be liable for the full amount stated in the Contract, plus any additional costs incurred by the Organiser or ES as a result of such failure to exhibit

- 20.2 The Organiser or ES will not be liable in any way in the event that Bodies of Authority such as immigration and customs prevent the attendance of personnel or exhibits at
- 21 If·
 - The Company does not make payment of any sums due immediately they fall due; or 21.1
 - 21.2 The Company is in breach of any of the Terms and fails to remedy the breach within (14) days of written notice of the breach from ES; or
 - The Company ceases to trade or becomes insolvent.
 - ES reserves the right to either treat this as a withdrawal by the Company and Terms (18), (19), (22) will apply and terminate the Contract by immediate written notice to the Company.
- Where ES seeks a replacement exhibitor due to the circumstances in (20) and (21) this is without prejudice to their rights to recover any debts should a replacement exhibitor not be found.

- It is the Company's responsibility to ensure that the Company's goods arrive at the Exhibition in good time and are sufficiently secure and are adequately insured against all risks whilst it is taking part in the Exhibition.
- The Company will ensure that its team arrives at least 24 hours before the start of the Exhibition to check the final arrangements in place. Once the Exhibition has started ES are unable to assist the Company in altering the arrangements.
- The Company shall not cause any damage to the stand design, or display aids supplied, for example by the use of nails or tacks for attaching panels to stand design walls
- If damage is caused to the stand design, the Company will be charged the full cost of replacement of the damaged items.
- $\dot{\Sigma}$ The Company must not further embellish the fascia panels of the stand or by use of unauthorised additional graphics or display aids or similar.
- The Company, its employees, sub-contractors and agents must not act in a manner likely to cause offence or nuisance to other exhibitors or other third parties, or in contravention of the Terms including those listed in Term (40). ES reserve the right to require that the Company remove all or part of its team, exhibits and/or goods from the Exhibition if, in its sole discretion, it considers the Company to be in breach of this Term during the Exhibition.
- ES will give reasonable assistance to the Company if it experiences a problem with other exhibitors or third parties however ES will not be liable if the behaviour of another exhibitor or other third-party causes loss or damage to the Company.
- The Company agrees to complete a post-Exhibition questionnaire and return it to ES.

LIABILITY

- ES warrants that it will carry out its obligations under the Contract with reasonable skill and care and, except in the case of personal injury or death, ES's maximum liability under the Contract is limited to the Stand Fees or any other amount paid by the Company under the Contract and will not be liable to the Company for any economic loss, loss of profit, loss of business and like loss.
- The Company will indemnify ES for any liability, cost, expenses, damages or losses it incurs as result of a breach by the Company of any of these Terms, except to the extent that the liability, costs, expenses, damages or losses were caused or contributed to by the negligent act or omission of ES.
- Where an Exhibition is postponed or cancelled reasons beyond ES's reasonable control it will use reasonable efforts to reclaim a portion of the Stand Fees or other payments paid on the Company's behalf by ES to the Organiser and/or contractors, (excluding contracts the Company has appointed independently) and to refund such fees to the Company, net of any administrative costs incurred by ES.
- Neither the Company nor ES will be liable for a failure or delay to perform its obligations if it is due to any event beyond the reasonable control of the defaulting party.

GENERAL

- ES reserves the right to raise a surcharge on Stand Fees, in the event of significant reduction of the value of the Australian Dollar against any currency from which the Stand Fees or any part of them is calculated, capped to a maximum of 3% of the contract amount. Any variation to the Contract must be made in writing.
- . If any part of the Contract is found to be illegal, invalid or unenforceable then that part will, to the extent required, be severed from the Contract and will be ineffective and this will not affect any other part of the Contract.
- From time to time, ES may provide details of service companies that offer Group freight, travel, accommodation, promotion and other services thought to be in the interests of the Company. Where ES provides such details, the Company is not obliged to use such service providers and enters into contracts with such companies at its own risk and ES will not accept reasonability for the performance, actions, omissions or negligence of contracts appointed by the Company.
- The Company agrees to be bound by these Terms and the Organiser's Terms and Conditions of Contract. If any inconsistency between this document and the Organiser's document, then the Organiser's document prevails
- This Contract is governed by the laws of Australia and is subject to the non-exclusive jurisdiction of the Australian courts.

Terms and	Conditions of	of Exhibition	Participation	accepted b	y Company:
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Signature: Date:

FHA Food and Beverage 2020 Show Organiser's

TERMS AND CONDITIONS OF CONTRACT

1. TEXMS OF REFERENCE
In these Terms and Conditions the following definitions shall apply"Application Form" shall mean the application form overleat.
"Optimized the mean the contract established between the Exhibitor and the Organisers upon the
Organisers accepting the offer of the Exhibitor to participate, upon these Terms and Conditions and the
Application Form, in the Exhibitor.

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Exhibition Lentre shall mean the derive hand on the Application From or such order venue as may be selected by the Organises under clause. He had been selected by the Organises under clause. He "Exhibition Centre Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organis for the purpose of the Exhibition under these Terms and Conditions and shall include shell (ready stand)

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Representatives of the Exhibition.

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**Hules and Regulations' shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibitor Centre made by the Exhibitor Centre Operator.

The Exhibitor shall, and shall prozen that the Representatives shall observe and comply with the Rules and Regulations, copies of which are obtainable from the Organisers on request.

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Enhibitor of any aspitable law or regulation (including without limitation any customs, import and export related laws and regulations), it may export to the relevant authorities and sastis the authorities with the critical claims and regulations; it may export to the relevant authorities and sastis the authorities with the cost, expense, liabilities incurred by the Organisers arising from or in connection with the Enhibitor such non-compliance.

The Enhibitor shall not exhibit at the Enhibition any countered goods or any goods which in the Enhibitor's such non-compliance.

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Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibitor may be used by the Organisers in accordance with clause 14.

Subject to the Exhibitor Complying with the provisions of this Agreement and any branding guidelines set out in the Exhibitor Mahamada or otherwise provided in writing to the Exhibitor, the Organisers hereby grant the Exhibitor complying with the provisions of the Exhibitor, the Organisers hereby grant the Exhibitor will be a the Exhibitor of the Companisers to the Exhibitor of the Exhibitor of the Exhibitor of the Exhibitor will be a the Exhibitor of the Exhibitor of the Exhibitor will be a the Exhibitor of the Exhibitor of the Exhibitor will be a the Exhibitor will be a the Exhibitor of the Exhibitor will be a the Exhibitor of the Exhibitor will be a the Exhibitor of the

by the United States, Singapore, European Union, United Kingdom and/or the United Nations.

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The Exhibitor agrees to observe and comply with the requirements set unit in the Exhibitor's Manual

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amout we user or users or the Extrinsion pursuant to dause 4 or any posponement or cancellation of, or other change to, the Exhibition under dause 10. 10. POSTPONEMENT AND CANCELLATION in addition to the Organisers rights under dause 4, the Organisers may, without reason being necessary and without incurring any liability whatsoever to the Exhibitor other than as provided in dause 12, cancel the Exhibition, or at their election, pospone indefinitely, or otherwise make changes to the Exhibition, if if the sole

without incurring any liability whatsoever to the Exhibitor other than as provided in clause 12, cancel the colon, or at the election, postpone indefinitely, or otherwise make change to the Exhibitor, in it the solon of the holding of the Exhibition is the Exhibitor of the Exhibitor and/or visitor, is impossible, illegal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organisers including, without limitation, any of the following: at of God, governmental act, war, fire, flood, explosion, civil commotion, smed hostilities, act of adverse vealent, disease, make the control of the organisers of the control, and the control of the control of the control, and the control, and the control of the control, and the control of the control

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damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibitor which are unperformed at termination of the Contract shall continue in Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in Participation by the Exhibitor is Described. Participation by the Exhibitor is Described in Participation by any damager of loss caused by the Exhibitor adors any of the Representatives or contractors arising out of any breach of any of this Contract or the Exhibitor Sharual or any other default or enables againgt on Contractor and the Participation of any damager of loss caused by the Exhibitor adors any of the Representatives or contractors arising out of any threach of any of this Contract or the Exhibitor Contract at the Exhibitor in Representatives the Organisers shall not be lable for any losses (including consequential Desset). A final shall be adequated by the Exhibitor at all stress.

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Neither the Organisers nor any of its respective agents shall be liable to the Exhibitor under this Contract in contract, lot (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether contract, lot (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether for any indirect, incidental, special or consequential loss arising under this Contract (whether or not not or consequential loss arising under this Contract (whether or not not present or seasonably foreseable and even if it has been advised of the other increasing the same). The Organisers total liability in contract, tot (including negligence and breach of statutory duty) or otherwise arising in connection with this Contract shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in cornection with which such liability arises.

In contract shall have the effect of limiting or excluding the Organisers' liability for death or personal injury caused by negligence of the Organisers, fraud or fraudulent misrepresentation or any liability to the extent it cannot be excluded or restricted by law.

All warrantes, conditions and other terms implied by statute are, to the fullest extent permitted by law, excluded from this Contact.

Nothing in this Contract shall have the effect of limiting or excluding the Organisers' liability for death or personal injury caused by pregigners of the Organisers. Fund of traduction representation or any liability personal injury caused by regignation of the properties of the contract of the properties of the country or territory where the Exhibitor is held and shall be acidely responsible for observing and complying with the same and for the Exhibitor and comply with a Contract that the Exhibitor must also observed and comply with the Contract that the Exhibitor must also observed and comply with the Contract of the Exhibitor and the Contract of the Exhibitor and the Exhibitor and Flora (CITES) and any other international standards, regulations and Exhibition. If reflect the Exhibitor is the Exhibitor of the Exhibitor of the Contract of the Exhibitor and the Exhibitor of the Contract of the Exhibitor of the

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(b) Disclosure / Transfer of Data
The Organisers will keep the personal data they hold confidential but may provide or transfer the personal data to:
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• their oversaes offices, affiliates, pink venture partners, which are also exhibition organisers, for the purposes of conducting dated makeing in relation to the promotion of and invitation to their personal organisers to when the Organisers are required to make disclosure under applicable leaves in or outside Singapore
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(4) Cookies Singapore
(5) Exhibition was exhibited to refer the Organisers, cookies may be stored in the computer's hard drive of the Exhibition. The Organisers use cookies to personalise use of their webside and to operate the service areas. The Exhibition are or a choice not to accept cookies, but if the Exhibitor exercises this choice, certain functionality may become unavailable.
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use of his/her personal data as outlind in this Statement, including the use with provisions and additional control marketing.

Under the Singapore Personal Data Protection Act 2012, individuals have the right:

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interpretation.

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15. GOVERNING LAW AND JURISDICTION
This Contact shale be governed by and constude in all respects in accordance with the laws of Singapore
this Contact of the Exhibition.
17. SUPPLEMENTAL CLAUSES
Nowthishanding the provisions of clause 3, the Organisers reserve the right to issue supplementary
regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual or the
clause and Regulations to the extent reasonable to ensure smooth management of the Exhibitor. Any
additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and
shall be burding on the Exhibitor.