

CONTRACT TO PARTICIPATE

European Conferences

Providian House, 16-18 Monument Street, London, EC3R 8AJ

TEL: +44 20 7868 5152 FAX: +44 131 225 2925 Email: emma.norton@ec.u-net.com

Design, Automation and Test in Europe

Nice Acropolis, France

21-23, April, 2009

Exhibition Stand Space

Stand Number _____ Dimensions _____ metres Area _____ m²

Costs

Space cost = €495 / m²

Stand Cost _____ Plus VAT (@19.6%) _____ Total Amount _____

Company Details [PLEASE WRITE CLEARLY IN BLOCK CAPITALS]

Company Name (Invoice address) _____

Company Address _____

Telephone _____ Fax _____

Company VAT no. _____ {Companies registered in France are VAT exempt}

Stand Administration Contact _____

Address (if different from above) _____

Telephone _____ Email _____

Exhibitor's Signature

This contract is agreed by:

Name _____ Signature _____

Job Title _____ Date _____

Organiser's Acceptance

This contract is accepted on behalf of European Conferences by:

Name _____ Signature _____

Job Title _____ Date _____

EXHIBITION TERMS & CONDITIONS

DEFINITIONS. In the regulations the term 'Exhibitor' means any company, firm or person who has made application for and who has been allotted space in the exhibition or any Agent, Representative or Employee of the Exhibitor. The term 'Exhibition' refers to the event detailed overleaf and where the term 'Organiser' appears it refers solely to European Conferences.

1. **ACCEPTANCE OF CONTRACT.** The Exhibitor is required to sign a Contract, the Terms and Conditions of which are indicated in this document and are binding. The Exhibitor is required to sign the section **Exhibitor's Signature** and return a copy to European Conferences. On acceptance, a copy of the Contract, signed on behalf of the Organiser will be sent to the Exhibitor for their reference and retention.

2. **ALLOCATION OF SPACE.** Space bookings will be allocated on a "first-come, first served" basis. The Organiser reserve the right to refuse or withdraw an acceptance of the contract or make changes to reserved space if required for the best interests of the exhibition, subject to the exhibitor's notification and agreement.

3. **LICENSOR AND LICENSEE.** On the acceptance of this contract to participate by the Organiser, there is a contract between the Organiser and the Exhibitor in the terms of these terms and conditions, and as regards any space so allotted, the relationship of licensor and licensee shall exist between the Organiser and the Exhibitor, from the date of the Exhibitor occupying the space. In case of non-payment of any sum due from the Exhibitor, under this agreement, or of the breach, or non-observance, by the Exhibitor of any terms and conditions herein contained, or any regulations to be observed by him, the Organiser, having informed the exhibitor of the breach firstly, shall have rights to revoke his license and re-enter upon the allotted space, remove and exclude the Exhibitor, and all persons therefrom without prejudice to the right to recover all sums payable by the Exhibitor hereunder and all other claims against him, and damages sustained by the Organiser.

4. **PAYMENT FOR SPACE.** On signature the Exhibitor agrees to pay the total cost shown on the contract. Space bookings not accompanied by punctual payments may be cancelled. A 40% deposit of the space cost is required within 30 days of acceptance of the contract. This deposit is non-refundable. Failure to pay the deposit within this allotted time will result in the cancellation of the contract and reallocation of exhibition space. The remaining balance must be paid before December 1, 2008. If the balance is not paid by this date any previous deposits may be forfeited and the space may be re-allocated. When companies make exhibition space bookings after November 1, 2008 the payment for the total cost of the space must be made within 30 days of the acceptance of the contract.

5. **CANCELLATION OR REDUCTION OF SPACE.** All payments made are non-refundable and will be retained by the Organiser. In the case of an exhibitor reducing their exhibition space, the non-refundable 40% deposit will be charged for the original booth space and the balance charged will be 60% of the new space cost. Therefore the surplus paid on the deposit is forfeited. No charges may be waived or altered, except by the permission of the Organiser.

6. **DISCOUNTS.** EDA Consortium members will receive a discount of 6% on exhibition space costs where a signed contract is received and 40% deposit paid before October 31, 2008. The discount will be subtracted from the final balance.

7. **SPACE NOT OCCUPIED.** Every Exhibitor must occupy the space allocated by show opening time on the first day of the Exhibition. In the event of an Exhibitor failing to exhibit, the Organiser reserves the right to deal suitably with any space not occupied.

8. **BANKRUPTCY.** In the event of an Exhibitor becoming bankrupt, or going into liquidation, or being under the appointment of a Receiver, the contract with him shall be terminated, the allotment of space cancelled, and all sums paid by the Exhibitor under such contract shall be retained.

9. **POSTPONEMENT OR ABANDONMENT.** The Exhibitor shall not have any claim against the Organiser in respect of any loss or damage consequent upon the failure for whatever reason of the Exhibition being held, or of the exhibition building becoming wholly, or partially, unavailable for the holding of the exhibition, provided in both cases, that the reasons are beyond the Organiser's control. In this case the Organiser shall be entitled to retain proportions of the sums paid by Exhibitors that are necessary to cover the costs for the planning of the exhibition. If by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall for the Exhibition, or in any reasonable manner, the Exhibition can be carried through, the contracts for space shall be binding upon all parties, except as to the size and position, as to which any modification, substitution or rearrangement considered necessary by the Organiser, shall be substituted for the original.

10. **PROHIBITION OF TRANSFER.** Exhibitors may not assign, sublet, or grant licenses in respect of the whole, or any part of the space allocated to them, nor may any cards, advertisements, or printed matter of firms who are not bona fide Exhibitors be exhibited or distributed from any stand. This does not apply to firms being associated with, subsidiaries, agents or principals of the Exhibitor, which are duly stated at the time of booking, subject to the discretion of the Organiser.

11. **EXHIBITION MEETING ROOM SPACE.** Meeting room space within the exhibition stand should be no more than 80% of the total area. If additional meeting space is required outside of the booth, exhibitors can hire a meeting room from the organisers.

12. **CUSTOMER MEETINGS.** The exhibitor undertakes not to mount or promote any meeting or customer promotion involving more than ten people within 50km of the DATE venue during the open hours of the DATE exhibition other than on the exhibitor's own stand, in a demonstration area or in a private meeting room hired from the DATE secretariat for that purpose.

Agreed by: _____

Signature _____ Date _____

13. **DURATION OF EXHIBITION.** Details of the Exhibition's opening hours are given in the Exhibition Information Pack. During these times stands must be manned by Exhibitor's Staff.

14. **EXHIBITORS INSURANCE.** Although all reasonable precautions will be taken, the Organiser are not responsible for the safety of any exhibit or other property of the Exhibitor or other person, or for the loss, damage or destruction by theft, or fire or any cause, or for loss, damage or injury sustained by an Exhibitor or other person. This is whether by reason of any default in the Exhibition building caused by fire, storm, tempest, lightning, explosion, national emergency, war, labour disputes, strikes, lock-outs, civil disturbances, inevitable accident, force majeure or for any other cause not within the Control of the Organiser whether of the same kind or not. No responsibility can be accepted for any consequences or prevention postponement or abandonment of the Exhibition. Exhibitors should secure their own insurance to cover all liabilities and risks.

EXHIBITION RULES & REGULATIONS

1. **UNPROFESSIONAL CONDUCT.** Tampering with another exhibitor's stand or equipment will not be tolerated. The offender will be immediately removed from the exhibit floor (at the exhibitor's own expense) and will be restricted from future participation.

2. **STAND APPEARANCE.** All stands, regardless of size, must have display material, signs, etc. professionally produced. Any display deemed unprofessional in appearance (at the discretion of show management) will not be permitted. All stands must conform to stand construction and height regulations, contract conditions, and meet local fire regulations.

3. **STAND DECORATION.** It is the responsibility of Exhibitors who have taken "Space Only" sites to supply, erect and decorate free standing 2.5m partitioning on the periphery of their sites where they adjoin another stand. Any side or dividing wall on the aisle must not exceed 2.50m in height. There is no limit on installation length on walls under 1.50m. For any wall along an aisle, the length of the wall may not exceed 50% of the total length, except where the wall does not face or obstruct another booth. The remainder of the wall may be permitted to be clear glass, but only by approval from the organisers. Stand plans, showing the floor and elevation measurements must be sent to the Organiser at least two months prior to the show to ensure the Stand conforms to the Organisers' rules and venue safety regulations.

4. **RIGGING.** Banners may only be rigged above the space that the exhibitor occupies, unless a sponsor banner has been arranged via the Organiser. Banners must be rigged over the contracted stand space only. It must be flame resistant. The lower edge of the banner should be a min. of 2.5m from the ground. The Organiser reserves the right to hang banners in aisles.

5. **SPECIAL EFFECTS & LIGHTING.** Lighting is considered as part of the Stand structure and therefore conforms to the above regulations.

6. **DANGEROUS MATERIALS.** The following are excluded from the Exhibition; explosives, detonating or fulminating compounds, and all dangerous or harmful substances, including primings, fireworks etc. Primings, fireworks, matches and similar objects can only be exhibited in the form of imitations, and on the condition that they contain no inflammable matter. The Organiser reserves the right to remove any goods or services on display which it deems inappropriate to exhibit.

7. **STAND DEMONSTRATIONS.** Exhibitors' wishing to include demonstrations, presentations, drawings, or crowd gathering activities of any type must confine such activities within their specific stand space. Stand sound volume shall not exceed 80 decibels and lighting will be set at a level that does not interfere with the operation of neighbouring stands. Stand Demonstrations are limited to 20 minutes per hour. Continuous sound demonstrations are forbidden.

8. **STAND ACTIVITIES.** Stand activities, costumes, or presentations that are undignified or tasteless are prohibited. Exhibitors violating these rules will be given a single official warning. If the violation continues, severe and appropriate action will be taken. The Organiser has the sole and complete authority in the interpretation of this policy.

9. **HANDOUTS & PROMOTIONAL DISTRIBUTION.** Handouts, literature, samples, or other promotional material may only be handed out within the confines of the contracted stand space. Show management will discard material placed elsewhere. Canvassing in the exhibit halls, distributing advertising material or souvenirs by non-exhibiting companies is strictly prohibited. The offender will be escorted off property by show security. Personnel recruiting in any form is not permitted. The offender will be escorted off property by show security. If the exhibiting company continues in violating this rule appropriate action will be taken.

10. **PHOTOGRAPHY.** Taking of photographs or recording within the exhibit area is prohibited without the permission of the company being recorded. The official show photographer is exempt from this rule; Offenders will have their films and recordings confiscated.

11. **EXHIBITOR CODE OF CONDUCT.** The EDA Consortium considers any and all demonstrations and presentations that occur in the public areas of a stand to be open to any show attendee. If an attendee is from a competitor company they are expected to conduct themselves in the following manner: Not to interfere with any public demonstration or presentation; Limit questions to one or two or ask questions off-line; Not to ask questions that are embarrassing! disruptive, or of a sensitive nature; Not to engage in inappropriate, disruptive, or unprofessional behaviour; Not to stand in the front of a demonstration or presentation in order to block the view or interaction of others; To leave if the stand or demonstration area becomes crowded. Requests for an attendee to leave if they violate the above code of conduct must be handled in a professional, non-disruptive manner and reported to the attendee's company representative at the show.