

Space Application Form

October 11 – 13 2005

Pattaya Exhibition and Convention Hall (PEACH)

IT&CMA 2005 – The 13th Incentive Travel & Conventions, Meetings Asia

CTW 2005 – The 8th Corporate Travel World Asia Pacific

The undersigned agrees to participate in this exhibition according to the terms and conditions stated overleaf. This form must be signed by the exhibitors and returned to TTG Asia Media Pte Ltd to confirm participation at IT&CMA/CTW 2005.

Organisation Data (Please type only)

Organisation: _____

Address: _____

City/State: _____

Country: _____ Zip Code: _____

Contact Person: _____

E-mail: _____ Tel: _____

Website: _____ Fax: _____

Booth Specifications

Booth dimensions: _____ metres x _____ metres

Nett area: _____ square metres (sqm)

Cost of Participation (Please tick)

- Space only (Minimum 9 sqm)
US\$390 per sqm x _____ sqm = US\$ _____
- Space and Shell Scheme (Minimum 9 sqm)
US\$450 per sqm x _____ sqm = US\$ _____

Shell scheme includes:

- System wall partition
- Fascia with company name
- 1 information counter
- 1 waste paper basket
- lighting
- carpet
- 2 folding chairs
- 13 amp power point

Registration Fee = **US\$ 740**
Total = US\$ _____

Sponsorship?

Are you interested in sponsorship opportunities? Yes No

National Tourist Organisation?

For National Tourist Offices, please indicate if you wish to coordinate all IT&CMA 2005 matters for your co-exhibitors Yes No

Payment Terms

- 50% deposit is due within 14 days of receipt of a 'tax invoice'
- The exhibitor acknowledges that all deposits are non-refundable
- No exhibitor material will be forwarded to clients without a 50% deposit having been received by TTG Asia Media Pte Ltd
- 50% final balance is due on or before 31 July 2005
- 100% payment is due within 14 days of receipt of a 'tax invoice' for any exhibitor contracted after 31 July 2005
- 100% payment is due within 14 days of receipt of a 'tax invoice' for any exhibitor contracted after 31 July 2005
- A 10% cancellation charge will be levied on cancellations made after booking is finalised
- No refund will be given for cancellations after 31 July 2005

Payment for Participation

By cheque (drawn on a Singapore bank) shall be made payable to:

TTG Asia Media Pte Ltd

Or by telegraphic transfer to:

TTG Asia Media Pte Ltd

The Hongkong and Shanghai Banking Corporation Limited
Collyer Quay Branch Singapore
21 Collyer Quay #02-01
HSBC Building Singapore 049320
Bank Code: 7232
Account Number: 260-289442-178 (for US\$)

and in conformity with Article 6 of the Terms and Conditions stated overleaf. All payments to be made quoting invoice number and exhibitor company name.

Remarks

Exhibitor's signature, **company stamp** and date

TTG Asia Media Pte Ltd and date

IT&CMA and CTW is organised by
TTG Asia Media Pte Ltd
9 Battery Road #17-02/12 Straits Trading Building Singapore 049910
Tel: +65-6395 7555 Fax: +65-6536 0896 E-mail: it&cma@ttgasia.com • ctw@ttgasia.com

ONCE COMPLETED, PLEASE RETURN THIS APPLICATION BY FAX TO: +65 65360896

Terms & Conditions for TTG Asia Media Pte Ltd

Art. 1 TERMS OF REFERENCE

In these Terms and Conditions, the following definitions shall apply:-

The "Contract" shall mean the contract established between the Exhibitor and the Organiser, comprising the Space Application Form, these Terms and Conditions and the Exhibitor Manual, upon the Organiser accepting the application of the Exhibitor under the Space Application Form (defined below) to participate in the Exhibition by registering the Exhibitor as a participant in accordance with Article 2 below.

The "Exhibition" shall mean the exhibition specified in the Space Application Form.

The "Exhibition grounds" shall mean the premises on which the Exhibition is to be held.

The "Exhibition space" shall mean the space allocated to the Exhibitor for its stand at the Exhibition as set out in the confirmation of reservation by the Organiser to the Exhibitor under Article 2.

The "Exhibitor" shall mean the person described as such in the Space Application Form and shall include all employees, contractors and agents of such person and permitted sub-licensees of the Exhibitor.

The "Exhibitor Manual" shall mean the manual supplied by the Organiser to the Exhibitor which contains information relating to the Exhibition and the use of the Exhibition space.

The "Organiser" shall refer to TTG Asia Media Pte Ltd, a company incorporated in [Singapore] and having [its registered office] at 9 Battery Road, #17-02/12 Straits Trading Building, Singapore 044910.

The "Space Application Form" means the space application form overleaf duly completed and signed by the Exhibitor and the confirmation of reservation (referred to below).

Art. 2 REGISTRATION

2.1 On receipt of the duly completed and signed Space Application Form, the Organiser may register the Exhibitor as a participant in the Exhibition. The Exhibitor hereby declares itself to be acquainted with the objective of the Exhibition and in its participation shall limit itself to activities which fall within this objective

2.2 The Organiser, if it registers the Exhibitor as a participant, will send the Exhibitor a confirmation (the "confirmation of reservation"). The confirmation of reservation will include, inter alia, the following particulars:-

- the area reserved for the Exhibitor, in square metres, at the Exhibition
- the price per square metre payable by the Exhibitor
- the manner for payment required

2.3 The Exhibition space is licensed to the Exhibitor only. The Exhibitor is not allowed to sub-license the Exhibition space, either wholly or in part, without the prior written consent of the Organiser. The Exhibitor shall ensure that any such permitted sub-licensees comply with these Terms and Conditions and shall be responsible for any default of such sub-licensees.

2.4 The Organiser has the sole and exclusive right to allocate the Exhibition space available to the Exhibitor. When doing so the Exhibitor's wishes will be taken into account as far as possible.

2.5 The Organiser reserves the right to refuse any application by any potential Exhibitor for registration as a participant in any Exhibition.

Art. 3. DESIGN OF THE STAND

3.1 The Exhibitor will have received in good time before the beginning of the Exhibition, the Exhibitor Manual relating to the Exhibition for which the Exhibitor has been registered. In the event of any conflict or inconsistency between the express provisions of these Terms and Conditions and the Exhibitor Manual, the provisions of these Terms and Conditions shall prevail.

3.2 A design for the stand in the form of a clear drawing to scale in duplicate, or a scale model, accompanied by a single drawing to scale, must be received by the Organiser before the date specified in the Exhibitor Manual. The design must fulfil the requirements set out in the Exhibitor Manual.

Art. 4 PROVISIONS PERTAINING TO THE STAND

4.1 The Exhibitor is obliged to follow the instructions from or on behalf of the Organiser, the fire brigade or other functionaries charged with maintenance of order and safety in relation to the construction, equipment and safety of its stand, the advertising to be placed on the stand, the products or articles to be exhibited therein and the decorations to be affixed thereto.

4.2 The Exhibitor is obliged during the construction and dismantling of its stand to observe the time periods scheduled for such activities as set out in the Exhibitor Manual.

4.3 The Exhibitor is not permitted without the prior written consent of the Organiser to place its stand wholly or partially at the disposal of third parties.

4.4 Any solicitation of business or any offering of advertising material, samples or publications by the Exhibitor may take place only within the Exhibition space allocated to the Exhibitor and in accordance with Article 5.

4.5 The keeping of readily flammable substances in or on the stand, the lighting of fires and the use of stoves are permitted only with the prior written consent of the Organiser, and in conformity with the applicable fire regulations.

4.6 The Exhibitor undertakes that it shall not in any way whatsoever, whether directly or indirectly, obstruct or hinder the Organiser, any functionaries or other authorised personnel in the discharge of their duties relating to the maintenance of order and safety of the Exhibition and/or the Exhibition grounds and shall provide any such person access at all times to its Exhibition space for the aforesaid purpose.

4.7 The Exhibitor undertakes not to:-
- use the Exhibition space or any part thereof for any unlawful purpose and not to do so or permit to be done any act or things which may become a

nuisance or to give cause for reasonable complaint from the occupants of the neighbouring stands, the owner of the Exhibition grounds and/or any visitor attending the Exhibition

- cause or permit excessive noise in or to emanate from the Exhibition space

- use any sound amplifying equipment to attract the attention of visitors except in such manner and under such conditions as may be approved by the Organiser

4.8 The provision of food by the Exhibitor to the public is permitted only insofar as it complies with any catering rules applicable to the Exhibition and/or the Exhibition grounds.

4.9 The Exhibitor shall ensure that its stand is manned at all times during which the Exhibition is open to visitors and remains continuously open to visitors for the aforesaid periods.

4.10 The Exhibitor shall after the expiry of [the Exhibition or such time thereafter as may be specified in the Exhibitor Manual] leave the Exhibition space in the state and condition as it were before the Exhibition and to the satisfaction of the Organiser. If the Exhibitor failed to restore the Exhibition space to the condition as aforesaid the Organiser may restore the same and recover from the Exhibitor the costs of such restoration.

Art. 5 PRODUCTS AND SERVICES

5.1 The Exhibitor may only exhibit, demonstrate or offer samples of the products and services specified in the Space Application Form. The Exhibitor may also offer for sale the products or services specified in the Space Application Form subject to the prior written consent of the Organiser. All of such activities must at all times remain within the objective of the Exhibition.

5.2 The Exhibitor is not permitted to deal in used goods or offer itself as a repairer or provide any kind of servicing whatsoever. Neither is the Exhibitor permitted to supply any goods or services whatsoever within the Exhibition grounds whether for consideration or otherwise except as set out in Article 5.1 above.

Art. 6 ACCESS

6.1 The Organiser will provide to the Exhibitor and their designated permanent stand staff participant's passes, which procure free access to the Exhibition, according to their entitlement. The Organiser will determine the number of such passes to be allocated to each stand.

6.2 The Exhibitor may receive such number of business acquaintance's passes at such reduced tariff or discount depending upon the nature of the Exhibition and to be determined by the Organiser at its sole discretion. The holder of such a pass has access to the Exhibition free or at such reduced tariff or discount.

Art. 7 PAYMENT

7.1 Payment is to be made in the manner set out in the Space Application Form.

7.2 100% payment is to be made upon invoice.

7.3 In the event of non-timely payment by the Exhibitor, the Organiser shall be entitled to terminate the Contract and cancel the Exhibition space in accordance with Article 10 and the Contract and Exhibitor's right to participate in the Exhibition shall lapse and cease to be of any effect (save as provided below). In such event, the Exhibitor shall not be entitled to recover any amount paid to the Organiser under Article 7.2. If nothing is specified otherwise in Space Application Form, the Exhibitor remains liable for the entire period that it is supposed to take up the Exhibition space as stated in the confirmation of reservation and all amounts payable under Article 7.2, Article 7.4 and Article 10.

7.4 Without prejudice to Article 7.3 above, if the Exhibitor does not pay any sum payable under the Contract when due, the Exhibitor shall pay contractual interest at the rate per annum of 15% on the amount outstanding in respect of that overdue sum for the period beginning on due date and ending on the date of its receipt by the Organiser.

Art. 8. CANCELLATION

8.1 If the performance of the Contract by the Organiser is restricted, prevented, hindered, interfered with or delayed in whole or in part by reason of any cause beyond its reasonable control (including, but not limited to any order, regulation or direction of any regulatory authority, fire, flood, earthquake, strike, riot, war, civil commotion, embargo, strikes, accident, breakdown of plant, buildings or machinery or any other cause whether similar or dissimilar to any cause herein described) or the Organiser decides for any reason whatsoever (to be determined by it in its sole and absolute discretion) to cancel, revoke or terminate the Exhibition or the Exhibition space allocated to the Exhibitor (whether before the opening or during the period of the Exhibition) and whether or not the same shall effect its or the Exhibitor's business or the Exhibition then the Organiser shall be entitled to cancel revoke or terminate the Exhibition or the relevant Exhibition space allocated to the Exhibitor with immediate effect by giving notice of the same to the Exhibitor. The undertakings made in the confirmation of reservation will cease to apply and the payments already made by the Exhibitor will be refunded except for the non-refundable deposit. The Exhibitor shall not be entitled to any claim for compensation or damages whatsoever in connection with such cancellation, revocation or termination.

8.2 The Exhibitor must notify the Organiser in writing if it wishes to cancel, revoke or terminate the Exhibition space specified in the confirmation of reservation whether wholly or partially.

8.3 In the event the Exhibitor gives notice of its intention to do otherwise cancels the Exhibition Space allocated to it, whether before the official opening of the Exhibition or during the period of the Exhibition, all payments already made by the Exhibitor shall be forfeited by the Organiser, without prejudice to the Exhibitor's obligations or liabilities to pay all other outstanding amounts then accrued and due and payable under the Contract. In addition the Exhibitor shall be liable for any costs which the Organiser may have incurred or suffered

in setting aside or fitting out the Exhibition space allocated to the Exhibitor.

8.4 Without prejudice to the Organiser's right to forfeiture and payment pursuant to Article 8.3 above, if the Exhibitor has not notified the Organiser of the cancellation, revocation or termination of the Exhibition space but has not taken up the use of the Exhibition space by the date falling 24 hours before the official opening of the Exhibition, or has notified the Organiser of such cancellation, revocation or termination, the Organiser may make available the Exhibition space to any other persons without further notice to the Exhibitor or proof of any default.

8.5 The above Articles 8.3 to 8.4 relates to full cancellation of Exhibition space. With regard to partial cancellation of Exhibition space (hereinafter referred to as "partial cancellation"), the Organiser shall be entitled to forfeit all payments already made by the Exhibitor but only in respect of the proportional amount payable for such part of the Exhibition space which is to be cancelled. In relation to payments or instalments yet to be made by the Exhibitor, the Exhibitor shall continue to be liable to make such payments or instalments according to the amounts and schedules as stated in Article 7.2 but only in respect of the proportional amount payable for the Exhibition space as reduced by the partial cancellation.

8.6 Any partial cancellation shall not exceed [50%] of the Exhibition space specified in the confirmation of reservation. The Organiser shall be entitled in its sole discretion to treat any partial cancellation pursuant to Article 8.5 which exceeds the aforesaid percentage of the Exhibition space as a full cancellation upon which the provisions of Articles 8.3 and 8.4 shall apply accordingly.

8.7 Cancellation of participation before 31 June 2003 shall be granted a refund less US\$180.

8.8 No refund shall be made for cancellation of participation after 31 August 2003.

Art. 9 LIABILITY

9.1 Participation in the Exhibition takes place entirely at the Exhibitor's risk. The Organiser shall not be responsible nor liable to the Exhibitor nor to other persons in the Exhibition space or the Exhibition grounds, or calling upon the Exhibitor for any accidental happening or injury suffered (fatal or otherwise) or damage to or loss of any chattel or property sustained on the Exhibition space or the Exhibition grounds and the Exhibitor shall absolve the Organiser from liability for and shall indemnify the Organiser against all claims, actions, proceedings and expenses in respect of such injury damage and/or loss.

9.2 The Exhibitor hereby undertakes to indemnify and keep indemnified the Organiser from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, injury, damages, costs, losses and expenses of any nature whatsoever which the Organiser may suffer or incur in connection with or arising from or out of any occurrences in, upon or at the Exhibition space or the use of the Exhibition space or any part thereof by the Exhibitor or any act by or on behalf of the Exhibitor or any loss and damage to the Exhibition space, the Exhibition grounds and to all property therein caused directly or indirectly by the Exhibitor and in particular but without limiting the generality of the foregoing caused directly or indirectly by the use or misuse, waste or abuse of water, gas or electricity or faulty fittings or fixtures.

9.3 The Exhibitor is obliged before the official opening of the Exhibition to insure against third party liability. The costs of insurance are not borne by the Organiser.

Art. 10 NON-COMPLIANCE AND TERMINATION

10.1 The Organiser shall have the right to terminate the Contract with immediate effect upon the occurrence of any one of the following:-

- default or breach of any terms of the Contract by the Exhibitor or non-compliance with any instructions of the Organiser or other functionaries charged with the maintenance of order and safety of the Exhibition or the Exhibition grounds and rectification has not been effected at the first demand of the Organiser

- conduct of the Exhibitor which in the reasonable opinion of the Organiser has a detrimental effect on the operation, reputation and goodwill of the Organiser or the Exhibition

- the Exhibitor fails to obtain prior written approval or consent of the Organiser expressly required under these Terms and Conditions

- in the event of the Exhibitor ceasing or threatening to cease to carry on business or going into bankruptcy or liquidation (whether voluntarily or involuntarily) or being unable to pay its debts or suffering a distress or execution to be levied on or a receiver appointed over any property used in connection with the Exhibition or if the Exhibitor makes any arrangements with its creditors cancellation of the Exhibition space by the Exhibitor pursuant to Article 8.3. The termination of the Contract (for whatever reason) shall not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and shall be without prejudice to the rights of the Organiser against the Exhibitor in respect of any antecedent breach of any terms of the Contract. The Exhibitor is bound to compensate the Organiser for all and any loss or damages suffered by the Organiser arising from or in connection with such termination. In the event of any termination by the Organiser, all outstanding amounts payable by the Exhibitor under the Contract shall become immediately due and payable without any demand or notice which is hereby expressly waived.

10.2 In addition to and without prejudice to the generality of the rights set out in Article 10.1 above, the Organiser shall be entitled to demand the Exhibitor to close its stand and vacate the Exhibition grounds within one hour from such demand and the Exhibitor shall comply accordingly, failing which the Organiser is entitled to take any action whatsoever in its discretion expedient or necessary to procure the same without incurring any liability whatsoever to the Exhibitor. The

Exhibitor shall be prohibited from participating in the remaining duration of the Exhibition and shall have no rights of access to the Exhibition space or the Exhibition grounds. In the event of the Exhibitor failing to close its stand and vacate the Exhibition grounds upon the demand of the Organiser within the aforesaid time, the Exhibitor shall pay to the Organiser liquidated damages of [S\$25,000], which amount the parties hereto unequivocally acknowledge to constitute a genuine pre-estimate of the damage and loss the Organiser would incur or suffer by reason of the failure of the Exhibitor to close its stand and vacate the Exhibition grounds as aforesaid. For the avoidance of doubt, the Exhibitor shall not be entitled to make any claim for restitution in respect of any amount paid by it to the Organiser under the Contract for the period for which it is not able to use the Exhibition space or any claim for compensation or otherwise in respect thereof.

10.3 If the Exhibition space is not vacated by the Exhibitor in the manner set out in Article 10.2, it shall be lawful for the Organiser or any person or persons authorised by the Organiser to dismantle the Exhibitor's stand and to remove any property from the Exhibition space and to have them stored at the Exhibitor's expense.

10.4 If any amount owing by the Exhibitor under the Contract is not paid to the Organiser within 30 days of the storage of the property pursuant to Article 10.3 above, the Organiser may as agent of the Exhibitor sell such property by way of auction or private treaty and shall then apply the proceeds of sale, after deducting the costs and expenses of removal, storage and sale incurred by it, towards discharging any sum due from the Exhibitor to the Organiser under the Contract and shall hold the balance thereof to the order of the Exhibitor. The Exhibitor shall indemnify the Organiser against any liability incurred by it to any third party whose property shall have been sold by the Organiser in the mistaken belief that such property belonged to the Exhibitor and was liable to be dealt with as such pursuant to this article.

10.5 In the event of late payment of any amount due under the Contract, the Exhibitor shall be liable for all collection costs incurred by the Organiser (including without limitation legal expenses on a full indemnity basis) in recovering the amount due. The Exhibitor shall pay the Organiser the amount stated in the written demand by the Organiser which shall be conclusive evidence of the collection costs incurred by the Organiser. Interest shall be payable on any overdue amount pursuant to this article at the rate set out in Article 7.4.

Art. 11 CHANGES

11.1 The Organiser reserves the right at all times to change the date and/or duration of the Exhibition and the venue and place of the Exhibition and/or of the Exhibition for any reason whatsoever without incurring any liability whatsoever to the Exhibitor.

11.2 Any amendments, alterations or modifications to and variations to these Terms and Conditions or other provisions of the Contract proposed by the Exhibitor are valid only if the Organiser has agreed to them in writing.

Art. 12 DISPUTES/AMENDMENTS

12.1 The Organiser will decide, after consultation with the Exhibitor (if deemed appropriate by the Organiser), on all matters relating to the Exhibition, Exhibition space or the Contract not expressly provided for by the Contract.

12.2 The Organiser shall have the right to modify, alter or amend these Terms and Conditions or other provisions of the Contract to ensure the smooth management of the Exhibition. Any additional written regulations and/or instructions issued by the Organiser to the Exhibitor pursuant to such modification, alteration or amendment shall form part of these Terms and Conditions or Contract (as the case may be) and shall be binding on the Exhibitor.

Art. 13. SEVERANCE

13.1 If any provision of these Terms and Conditions (which form part of the Contract) or other provisions of the Contract is declared by judicial or other competent authority to be void or otherwise unenforceable, that provision shall be severed from these Terms and Conditions or the Contract (as the case may be) and the remaining provisions of these Terms and Conditions or the Contract (as the case may be) shall remain in full force and effect. These Terms and Conditions or other provisions of the Contract shall, however, thereafter be amended in such reasonable manner by the Organiser so as to achieve, without illegality, the intention of the parties hereto with respect to that severed provision.

Art. 14. NOTICES

14.1 All notices issued under the Contract shall be in writing (which shall include telex or facsimile messages) and shall be deemed validly delivered if sent by prepaid registered post to or left at the addresses or sent to the telex or facsimile number of the parties respectively or such other addresses or telex numbers as each party may notify in writing to the other.

Art. 15. NON-WAIVER

15.1 No failure or delay by the Organiser to exercise any right, power or privilege hereunder or other provisions of the Contract shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege of the Organiser as herein provided.

Art. 16. SUCCESSORS AND ASSIGNS

16.1 The Contract shall benefit and be binding on the parties, their respective successors and subject to the provisions of this article, any permitted assignee or transferee of some or all of the Exhibitor's rights or obligations under the Contract.

16.2 The Exhibitor may not assign or transfer all or part of its rights or obligations under the Contract except with the Organiser's prior written consent. The Organiser shall be entitled to transfer all or part of its rights, benefits and obligations under the Contract to any party as it shall in its absolute discretion deem fit.

Art. 17. GOVERNING LAW AND JURISDICTION

17.1 The Contract (which these Terms and Conditions form a part thereof) shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.