

## SPONSOR / EXHIBITOR CONTRACT

\*\*\*\*\* Please complete this form, sign and fax it to +44 207 900 1547 \*\*\*\*\*

Booth no	Description of Sponsor/Exhibitor	Space acquired	Value
			€
<b>Total :</b>			€

Please note that VAT is added at the point of invoicing at the standard rate. In many instances, this can be claimed back.

We, the undersigned have read the General Conditions and we agree to observe and be bound by them and we understand that these conditions form part of a legally-binding Contract between ourselves and the organizer of Motor Sport Business Forum Asia Pacific under the local laws, and that by signing this form, a binding contract will henceforth exist between ourselves (The Participant) and the organizers of the forum (The Organizer).

**Payment terms** : 25% non refundable deposit due on receipt of invoice.  
Full balance payable on or before the 31 December 2008.

**Cancellation fee** : Cancellation on or before 16 January 2009 - 50% of the fees paid.  
Cancellation after 16 January 2009 - 100% of the fees paid.

**Payment Instructions** : Full payment details will be included with the invoice, including the VAT payable. We will invoice you on receipt of your signed contract. Contracts and invoices may be sent and received by fax or email and all such communications will be considered fully binding.

**Please complete the below section:**

Company name :

\_\_\_\_\_

Address :

\_\_\_\_\_

Country :

\_\_\_\_\_

Position :

Mobile :

\_\_\_\_\_

Telephone :

Facsimile :

\_\_\_\_\_

Email :

\_\_\_\_\_

**Payment mode:**

For payment by Credit Card (levied in CHF), please provide the following details:

\_\_\_\_\_

Credit card no.

\_\_\_\_\_

Name on card

\_\_\_\_\_

Expiry

\_\_\_\_\_

Security no.

For payment by Bank Transfer, remittance is to be made to:

**Account name:** IM2 GmbH

**Bank:** UBS Bank, Bahnhofstrasse 61, Postfach, 5000 Aarau, Switzerland.

**Account no.:** CH300023123140234261B **Branch no.:** 0231 **IBAN:** UBSWCHZH80A

**Delegate details:**

**Delegate 1**

Name :

\_\_\_\_\_

Company name :

Position :

\_\_\_\_\_

\_\_\_\_\_

Email :

Contact no.:

\_\_\_\_\_

\_\_\_\_\_

**Delegate 2**

Name :

\_\_\_\_\_

Company name :

Position :

\_\_\_\_\_

\_\_\_\_\_

Email :

Contact no.:

\_\_\_\_\_

\_\_\_\_\_

**Delegate 3**

Name :

\_\_\_\_\_

Company name :

Position :

\_\_\_\_\_

\_\_\_\_\_

Email :

Contact no.:

\_\_\_\_\_

\_\_\_\_\_

**Delegate 4**

Name :

\_\_\_\_\_

Company name :

Position :

\_\_\_\_\_

\_\_\_\_\_

Email :

Contact no.:

\_\_\_\_\_

\_\_\_\_\_

**Delegate 5**

Name :

\_\_\_\_\_

Company name :

Position :

\_\_\_\_\_

\_\_\_\_\_

Email :

Contact no.:

\_\_\_\_\_

\_\_\_\_\_

**We hereby agree to participation in the Motor Sport Business Forum Asia Pacific, scheduled for 31 March – 1 April 2009 in Malaysia.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## GENERAL CONDITIONS

- A. Sponsor/Exhibitors (which term shall include the Applicant and any booth sharer) shall be bound by the conditions, rules and regulations set forth in this agreement and any changes must be made in writing and signed by an authorized official of IM2 GmbH/Carbon Worldwide (hereinafter referred to as "the Organizer") who shall have full power to interpret and to make or amend these rules, provided that such amendments and additions do not operate to diminish the rights reserved for the Sponsor/Exhibitor under this contract, and shall not operate to increase liabilities of its Sponsors, Agents or Employees.
- B. No Sponsor/Exhibitor shall be permitted to participate in the Motor Sports Business Forum Asia Pacific (hereinafter referred to as "the Event") unless he has fully paid prior to the participation, all of the fees agreed to on the contract form.
- C. Sponsor/Exhibitors are expected to comply with any building regulations issued by the Organizer in compliance with the Venue's Building regulations and those listed in the Sponsor/Exhibitors Guide and all Local Government rules and regulations.
- D. Rights of a Sponsor/Exhibitor shall not be assignable to any other firm or person and no Sponsor/Exhibitor may assign his space, or sublet the whole or any part of the space contracted for. A Sponsor/Exhibitor has no right to occupy any particular space, although its requirements will be taken into consideration when it comes to allocating space.
- E. Sponsor/Exhibitors shall not obstruct the view of any adjoining participants nor be operated in any manner objectionable to other Sponsor/Exhibitors. All lighting within the stand must be arranged and operated so as not to be distracting to adjacent participants. Phonographs, radios or other sound devices operated in a manner objectionable by the Organizer shall be prohibited.
- F. Sponsor/Exhibitor shall not permit raffles, donations or other promotional measures that require members or guests to be present at a specified location and time, and all unusual promotional plans must be approved by the Organizer.
- G. Attendance hours shall be controlled solely by the Organizer, who will specify hours etc, and admission shall be by ticket or badge and identification badges shall not be transferable.
- H. The Organizer undertakes to ensure that the Event is properly conducted on the dates and venue indicated in this contract and shall operate everyday from 0930hr to 1730hr.  
The dates may however be changed by the Organizer, in addition to an unforeseen circumstance or force majeure, without the participant being able to object to this or to claim any compensation, if it was in the interest of the Event, in view of its purpose and its international character, that such a change should take place, with the Organizer being responsible for notifying the participant of such in writing as soon as possible in the light of the circumstances.  
In the case of non-availability of the premises planned for running the Event, for reasons outside the Organizer's control (such as administrative measures, unilateral decisions of the Local Government, etc) or in the case of force majeure, the Organizer, after notifying the participant of such and without the other conditions of his/her/its undertaking of participation being changed, in particular as regards the amount of such, may organize the said Event in another town or city or another country, if needed, that is able to accommodate such an event of an international character, provided premises could be made available to it of the same standing and conditions of accommodation. Failing this, the Organizer may cancel the Event outright after notifying the participant of such; in this case, the participation contract with or without letting of stands will be terminated as of right. The sums still available from the amount of the participations, after paying all the expenses incurred by the Organizer, will be divided among the participants on a pro rata basis to the sums paid by them, without them being able to bring any proceedings on any count and for any reason whatsoever against the Organizer, which each participant expressly agrees to, this being an essential and determinant condition of his/her/its adherence to this participation contract with or without letting of stand.  
The Organizer is exempted from any liabilities for any harm or loss generally (including interference with possession or quiet enjoyment and any commercial harm or loss) that might be suffered by the exhibitors for any reason whatsoever, and in particular for delay in opening, premature shutdown of the Event, closure or destruction of stands, fire and any accident etc.
- I. No Sponsor/Exhibitor will be allowed to remove his belongings/equipments from the exhibition floor, prior to the official termination of the Event and the Sponsor/Exhibitor shall have an authorized representative present at the Event throughout all periods and during the installation and dismantling of his participation.
- J. The Organizer and its employees or sponsors or agents or suppliers or contractors shall not be responsible for any loss, theft or damage by fire or injury of any nature to any person or article. Reputable security officers will be on duty, day and night, but the Organizer while taking precautions against loss, will not guarantee against it and it is hereby expressly released from any liabilities for injury or damage there from. The Sponsor/Exhibitor is hereby warned to adequately insure their goods, other equipment for which they are responsible and personal effects.
- K. The publisher of the Event printed materials, the Organizer and its employees or sponsors or agents or suppliers or contractors shall not be responsible for any errors or omissions on copy prepared and submitted by the Advertiser or Sponsor/Exhibitor.
- L. The signature of the Sponsor/Exhibitor Contract and its receipt by the Organizer is deemed conclusive evidence of the Applicant's agreement to pay the full fees due based on the aforementioned payment plan. The contract may not be cancelled by the Applicant without incurring a cancellation fee. The applicant further acknowledges that the Organizer, having incurred expenses as a result of the application, is not required to refund any of the fees agreed to and that the Organizer is also entitled to any unpaid amounts that may be owing by the applicant to the Organizer.
- M. The Organizer and its employees or sponsors or agents or suppliers or contractors shall not be liable for any loss, damage or delay resulting from acts of war, civil commotion, strikes or lockouts intervention or regulation, military activity or any other circumstances which shall make it impossible or inadvisable for the Organizer to hold the Event at the time and place provided and the Organizer reserves the right to re-schedule the Event at another date and/or at an alternative site. Furthermore, the Organizer shall not be responsible and will be held harmless, should any conflicts or misinterpretations arise with the host country, its sponsors, agents or other bodies regarding any and all aspects of the participation which may affect the Sponsor/Exhibitor. The Sponsor/Exhibitor acknowledges that the Organizer will have sustained damages and losses as a result of the foregoing as well and shall and does hereby waive all claims for damages or compensation. The sums paid to the Organizer as fees or otherwise in connection with the participation shall remain the property of the Organizer.
- N. The Organizer and its employees or sponsors or agents or suppliers or contractors shall not be responsible for any loss, damage or delay incurred in freight shipments (transport, handling and clearing) into and out of the country in which the Event is held. The Sponsor/Exhibitor is urged to adequately insure all shipments.
- O. Information and materials including photographs that are requested from Sponsor/Exhibitor are essential for entering into this contract and for access to the Event. It is forwarded to third parties with whom the Organizer has contracted for the purposes of implementing this contract and may be used in this regard, on any media for dissemination relating to the Event in question, including on the internet, unless in this latter case, there is an objection from the Sponsor/Exhibitor concerning photographs. Through the Organizer and except where there is an objection by the participant, the latter may except where there is an objection by the participant, the latter may receive commercial offers or proposals from the Organizer and from other companies that are contractually linked to the Organizer.
- P. The Sponsor/Exhibitor expressly acknowledges that no representations, whether oral or in writing, expressed or implied, have been made concerning the amount of business to be gained from the Event, its success or the Organizer or any of their subsidiaries or affiliates, employees or other entities allied with them have made any guarantees or assurances concerning the Event. The Sponsor/Exhibitor further acknowledges that this document constitutes the entire agreement and the binding rules and regulations existing between the parties and that he has been given no oral change or modification. No one is authorized to make any oral changes in this agreement.
- Q. The participant by signing the Sponsor/Exhibitor Contract with or without letting of stands agrees to the provision of these rules and as the case may be, of the Sponsor/Exhibitor's Guide as well as any further provisions that may be imposed by the circumstances and adopted in the interest of the Event by the Organizer, which reserves the right to draw their attention to such, even verbally. These rules as well as the Sponsor/Exhibitor Contract with or without letting of stands, which constitutes an adherence contract, are governed by Local law will alone bind the parties, which the latter expressly recognize.