

Exhibition Space Application Contract

Event Venue: George R. Brown Convention Center
Date: December 6-10, 2020

wpc2020.com



A EXHIBITOR

Company / Organization: _____
Company Tax ID Number: _____
Contract Person: _____
Position / Job Title: _____
Mailing Address: _____

Country: _____ Zip Code: _____
Telephone: _____ Fax: _____
Email: _____ Website: _____

BILLING ADDRESS (If different from above)

Company / Organization: _____
Contract Person: _____
Position / Job Title: _____
Mailing Address: _____

Country: _____ Zip Code: _____
Telephone: _____ Fax: _____
Email: _____

B I WOULD LIKE TO BOOK THE FOLLOWING (Please check all appropriate boxes)

SPACE ONLY (MINIMUM 100 SF)sq. ft. @ \$70 USD* = \$ _____

First Choice: _____

Second Choice: _____

EQUIPPED SPACE (MINIMUM 100 SF)sq. ft. @ \$85 USD* = \$ _____

Includes 8' high rear and side walls, carpet, table, 3 chairs, lockable counter with stool, header with name, light bar with four lights, attendee data collection system and electrical power point. A detailed sales sheet of this package is available.

TOTAL COST = \$ _____

INCLUSIVE OF ALL TAXES

NOTES

C METHOD AND PAYMENT

Contracts signed before June 1, 2020:

- First 50% due within 30 days from the date of invoice
- Second 50% due no later than June 1, 2020

Contracts signed after June 1, 2020:

- 100% of full contract price due within 30 days from the date of invoice

Contracts signed after October 1, 2020:

- 100% of full contract price due immediately upon receipt of invoice

Please indicate below which method of payment you will use so we can print the proper payment instructions with your invoice.

I will pay by check, ACH, or wire transfer

I will pay via credit card

Payment Condition

If payment terms are not met, the Organizer shall be entitled to terminate this Contract and all sums paid by the Exhibitor will be forfeited. The Exhibitor will not be permitted to start work on his stand until their account has been paid in full. The Organizer reserves the right not to allow the Exhibitor to occupy its space unless payment is received in full. No refunds will be issued.

Cancellation

In the event of cancellation or termination of this Exhibition Participation Contract by Exhibitor, Exhibitor shall pay to Organizer cancellation charges at the following rate:

- a. Cancellation 120 or more days before the first day of the Exhibition: 50% of contract price.
- b. Cancellation less than 120 days before the first day of the Exhibition: 100% of contract price.

Cancellation charges shall be deducted from any money already paid to the Organizer for the License under this Exhibition Participation Contract and any outstanding amount owed by Exhibitor to Organizer shall be payable immediately.

D EXHIBITION STAND RULES AND REGULATIONS

The exhibition stand rules and regulations, covering insurance requirements and Health and Safety policies can be found in the Exhibition Manual.

Declaration: The duty authorized signatory, acting for and on behalf of the Exhibitor, hereby declares that she/he acknowledges and accepts the terms and condition regulations as set out in this form and agrees to comply with the provisions set forth in the Exhibitor Manual. Exhibitor agrees to receive emails from the WPC database by signing this agreement.

FOR EXHIBITOR	
Signature:	<input type="text"/>
Name:	_____
Position:	_____ Date: _____

FOR ORGANIZER	
Signature:	<input type="text"/>
Name:	_____
Position:	_____ Date: _____

E PLEASE EMAIL THIS FORM TO

exhibition@wpc2020.com

U.S. Sales:

Ashley Matthews
Direct: +1 346 353 6005
Cell: +1 281 748 4521
Email: amatthews@wpc2020.com

International Sales:

Frederic Malgoire
Tel: +971 52 914 0597 (based in Dubai)
Email: fmalgoire@wpc2020.com

**ADDENDUM TO EXHIBITION SPACE APPLICATION
CONTRACT**

1. Organizer. The 23rd World Petroleum Congress (the "Exhibition") is organized by WPC Organizing Committee (the "Organizer"). Organizer and Exhibitor identified above shall collectively be known as the "Parties" and each of them a "Party".
2. License. Upon payment of the total cost set forth in Section (B) above (the "Contract Price"), Exhibitor will have a conditional and revocable license (the "License") to occupy the space allocated ("the Allocated Space") by Organizer to exhibit the products it has notified Organizer ("the Exhibiting Products") for the duration of the Exhibition ("the Period") during Show Hours (hereinafter defined), subject and subordinate to the terms and conditions of that certain License Agreement between Organizer and Houston First Corporation for use of the George R. Brown Convention Center for the Exhibition. Nothing in this Contract is intended nor shall be construed as granting to Exhibitor any lease, tenancy or any other interest in the Allocated Space greater than the License's right to use such space under its License Agreement with Houston First Corporation. The Allocated Space is offered by Organizer and accepted for use by Exhibitor in its current condition, on an "AS IS" basis. Commencement of the use of the Allocated Space shall be conclusive that the Allocated Space was in good repair and in satisfactory condition, fitness and or der when such use commenced. EXHIBITOR FURTHER AGREES THAT THE ALLOCATED SPACE SHALL BE DELIVERED BY ORGANIZER TO EXHIBITOR "AS IS", "WHERE IS" AND "WITH ANY AND ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR THE USE THEREOF FOR ANY PARTICULAR PURPOSE.
3. Allocation of Space. The determination of the Allocated Space shall be at the sole discretion of Organizer whose decision shall be final. If no space is available for Exhibitor, Organizer shall refund to Exhibitor the Contract Price received from Exhibitor without interest and Organizer shall not have any liability to Exhibitor whatsoever. Organizer may from time to time change the Allocated Space to another space of comparable size by giving Exhibitor three days' written notice of such change.
4. Allocation Space Exceeded. Organizer reserves the right to charge Exhibitor (at the rate set forth above) for any space used by Exhibitor in excess of the Allocated Space. If Exhibitor fails to pay the said cost of the excess space used, Organizer shall remove and dispose of any property of Exhibitor on the excess space and Exhibitor shall indemnify Organizer for all costs incurred for such removal and disposal.
5. Exhibiting Products. Exhibiting products shall be limited to materials, products or services of specific interest to registrants of the Exhibition. Organizer reserves the right to determine the eligibility of any material, product or service or advertisement for exhibition and to limit the number of principals represented by Exhibitor in an Allocated Space. Exhibitor shall not exhibit any goods at the Allocated Space other than the Exhibiting Products.
6. Dates/Duration of Exhibition. Exhibitor hereby acknowledges that the Organizer shall have the right, in its absolute discretion, to change or delay the dates or duration of the Exhibition at any time by serving on Exhibitor a 14-day notice in writing without being liable to Exhibitor for any damages or claims whatsoever. For the avoidance of doubts, with the exception of cancellation of the Exhibition, no refunds of any deposit, payment or part payment shall be made to Exhibitor for any change or delay in the dates or duration of the Exhibition pursuant to this clause.
7. Warranty. Exhibitor represents, warrants and undertakes to the Organizer that: (a) it is entering into this Contract as principal and not as an agent or nominee of any third party; (b) the Exhibiting Products do not infringe any patent, trademark, copyright and other intellectual property right of any party and so far as Exhibitor is aware, no claims of such infringement have been made nor is Exhibitor the subject of any litigation, actual or threatened; and (c) it has full power and capacity to enter into and perform this Contract and that this Contract when executed will constitute legal, valid, binding and enforceable obligations of Exhibitor. Exhibitor agrees that in the event of any breach of the representations, warranties and undertakings contained in this Contract, the License may be revoked by Organizer and this Contract shall be terminated (without Organizer being liable for any damages or claims whatsoever and without prejudice to Organizer's rights and remedies hereunder) and Exhibitor shall indemnify and keep the Organizer fully indemnified against any or all costs, claims, demands, losses, liabilities, charges, actions and expenses. Exhibitor covenants to strictly comply with all laws respecting copyright and trademarks and warrants that it will not infringe on any related statutory, common law, or other rights of any person or entity during the Period. Exhibitor is solely responsible for remitting payment to the appropriate agencies for the use of any copyrighted materials. Exhibitor shall not advertise, promote, or conduct a live musical performance at the Exhibition hall through the use of a false, deceptive, or misleading affiliation, connection, or association between a performing musical artist or group and the original recording artist or group.
8. Admission. The Exhibition shall be open to Exhibitor and its authorized personnel during the Period (the "Show Hours"). Exhibitor acknowledges that an admission fee may be charged by Organizer. Notwithstanding the above, Organizer reserves the right to refuse admission to any person at its sole discretion and to make revisions to the Show Hours from time to time.
9. Stand fitting Services. Exhibitor shall fit out and equip the Allocated Space ("Stand Fitting Works") in accordance with the requirements of Organizer and shall bear the cost of all Stand Fitting Works. For shell set-up, Stand Fitting Works shall be carried out by the official stand contractors. Stand Fitting Works for non-shell set-up may be carried out by either the official stand contractor or a contractor of Exhibitor's choice provided that such contractor has been approved by Organizer in writing and has provided Organizer with a security deposit in such form and of such value as Organizer shall at its discretion decide.
10. Exclusive Services. No structural or electrical work shall be undertaken except upon the prior written consent of Organizer and carried out by an official electrical contractor appointed by Organizer. Organizer and its exclusive providers have sole and total control over all of the following services: (a) food and beverage service (including samples); (b) temporary utilities (electrical, compressed air, water, and drainage); (c) telecommunications (voice, data, and network services); (d) exhibit booth cleaning; (e) facility affixed audio; and (f) structural rigging. Any such services required by Exhibitor must be ordered separately from the appropriate provider. The Contract Price does not include changes for any such services.
11. No Subletting. Exhibitor shall not assign, sublet or otherwise part with or share possession of the whole or any part of the Allocated Space without the Organizer's written consent, regardless of whether any rental or other consideration is given for such use or permission.

12. Advertising Matter. Organizer may prohibit the distribution of any advertising material for any reason whatsoever. Any form of advertisement by an Exhibitor is strictly limited to Exhibitor's Allocated Space. Exhibitors are prohibited from hanging banners from the ceiling unless they have paid Organizer the relevant advertisement cost for the said banners. Organizer may issue a press release in relation to the Exhibition and undertake any form of advertisement for the Exhibition as it may decide in its sole discretion. Exhibitor is permitted to hold promotions for its exhibit during the Exhibition provided that it has obtained Organizer's prior written approval in respect of the scope and duration of such promotions, which approval shall not be unreasonably withheld.

13. Cancellation. In the event of cancellation or termination of this Exhibition Participation Contract by Exhibitor, Exhibitor shall pay to Organizer cancellation charges at the following rates:

- a. Cancellation 120 or more days before the first day of the Exhibition: 50% of contract price;
- b. Cancellation less than 120 days before the first day of the Exhibition: 100% of contract price.

Cancellation charges shall be deducted from any money already paid to the Organizer for the License under this Exhibition Participation Contract and any outstanding amount owed by Exhibitor to Organizer shall be payable immediately.

14. Release. EXHIBITOR AGREES TO AND SHALL RELEASE ORGANIZER, HOUSTON FIRST CORPORATION, THE CITY OF HOUSTON, THEIR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CONCURRENT NEGLIGENCE OF THE INDEMNITEES AND LICENSEE, AND INCLUDING ANY LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY LICENSEE OR ITS CONTRACTORS UNDER THIS CONTRACT.

15. Indemnification. EXHIBITOR AGREES TO AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY, SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY EXHIBITOR AND/OR ITS AGENTS', SERVANTS', EMPLOYEES', CONTRACTORS', SUBCONTRACTORS', PATRONS', GUESTS', LICENSEES', OR INVITEES' OR OF ANY OTHER PERSON ENTERING UPON THE GEORGE R. BROWN CONVENTION CENTER WITH THE EXPRESSED OR IMPLIED INVITATION OR PERMISSION OF LICENSEE, (COLLECTIVELY, "LICENSEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; INDEMNITEES' AND LICENSEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER LICENSEE IS IMMUNE FROM LIABILITY OR NOT; AND ANY LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY LICENSEE. LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD

HARMLESS THE INDEMNITEES DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE LAST DATE OF THE PERIOD. THE LICENSEE SHALL NOT BE OBLIGATED TO INDEMNIFY THE INDEMNITEES FOR ITS SOLE NEGLIGENCE. LICENSEE SHALL REQUIRE BY CONTRACT FROM ITS CONTRACTORS A RELEASE AND INDEMNIFICATION IN FAVOR OF THE INDEMNITEES TO THE SAME EFFECT AND IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

16. Indemnification Procedures.

a. If Organizer or Exhibitor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 calendar days. The notice must include (i) a description of the indemnification event in reasonable detail, (ii) the basis on which indemnification may be due and (iii) the anticipated amount of the indemnified loss. This notice does not estop or prevent Organizer from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If Organizer does not provide this notice within 30 calendar days, it does not waive any right to indemnification except to the extent that Exhibitor is prejudiced, suffers loss, or incurs expense because of the delay.

b. Exhibitor may assume the defense of the claim at its own expense with counsel chosen by Exhibitor. Exhibitor shall then control the defense and any negotiations to settle the claim. Within ten calendar days after receiving written notice of the indemnification request, Exhibitor must advise Organizer as to whether or not it will defend the claim. If Exhibitor does not assume the defense, Organizer shall assume and control the defense, and all defense expenses constitute an indemnification loss.

c. If Exhibitor elects to defend the claim, Organizer may retain separate counsel at its expense to participate in the defense and to participate in any settlement negotiations. Exhibitor may settle the claim without the consent or agreement of Organizer, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require Organizer to comply with restrictions or limitations that adversely affect Organizer, (ii) would require Organizer to pay amounts that Exhibitor does not fund in full, or (iii) would not result in Organizer's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

17. Insurance. Exhibitor shall, at its sole cost and expense, procure and maintain insurance coverage through the duration of the Period in accordance with the following provisions: (a) Commercial General Liability, including coverage for contractual liability, bodily injury or death, property damage, and personal and advertising injury in amounts not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Licensee's Commercial General Liability insurance shall be primary and noncontributory to any similar insurance Organizer or Houston First corporation may maintain; (b) Automobile liability insurance with a combined single limit of \$1,000,000, including owned, hired and non-owned automobiles; (c) Workers' Compensation in the statutory amount; and (d) Employer's Liability with limits not less than \$1,000,000 for each accident, disease limits of \$1,000,000 per policy and \$1,000,000 per employee; (e) an additional insured endorsement on all policies, except

Workers' Compensation and Employer's Liability, shall be included in favor of Organizer and Houston First Corporation and the City of Houston; (f) an endorsement waiving any claim or right of subrogation shall be included on all policies in favor of Organizer, Houston First Corporation and the City of Houston; (g) any policy issuer shall have an A.M. Best rating of at least A --, with a financial size category of Class VII or Licensee shall deliver to Organizer a certificate with respect to the aforementioned policies no later than 60 calendar days prior to the first day of the Period.

Exhibitor shall require its contractors to procure and maintain commercial general liability insurance listing Organizer, HFC and the City of Houston as additional insureds and with an endorsement waiving any claim or right of subrogation with limits of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate before allowing such persons to enter the George R. Brown Convention Center. NEITHER THE ISSUANCE OF ANY INSURANCE POLICY REQUIRED UNDER THIS CONTRACT NOR THE MINIMUM LIMITS SPECIFIED ABOVE SHALL BE DEEMED TO LIMIT OR RESTRICT IN ANY WAY THE LIABILITY OF LICENSEE ARISING UNDER OR OUT OF THIS CONTRACT. EXHIBITOR SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR LIABILITY SUFFERED OR INCURRED BY ORGANIZER OR HOUSTON FIRST CORPORATION AS THE RESULT OF THE FAILURE OF EXHIBITOR TO MAINTAIN OR CAUSE TO BE MAINTAINED THE TYPES OR AMOUNTS OF INSURANCE REQUIRED TO BE MAINTAINED BY EXHIBITOR UNDER THE TERMS OF THIS CONTRACT.

18. Safety, Fire, Health and Other Laws. All fire, safety, health and other laws, rules and regulations and any other obligations imposed by Organizer, governmental authorities and agencies or Houston First Corporation upon Exhibitor shall be observed and complied with by Exhibitor at Exhibitor's expense.
19. Regulatory Approval. Exhibitor is solely responsible for ensuring that all governmental, statutory and other regulatory approval required for the Products (and its display) and Exhibitor's participation in the Exhibition shall have been obtained prior to the date of the Exhibition.
20. Termination. Organizer may, by notice in writing to Exhibitor, terminate the License immediately without Organizer being liable in damages or otherwise to Exhibitor if: (a) Exhibitor is in breach of any of the terms of this Contract; (b) Organizer reasonably considers that Exhibitor is carrying on activities in a manner prejudicial to the business of other exhibitors within the Exhibition hall or of such standard that it detracts from the character and/or quality of the Exhibition and the businesses of the other exhibitors; (c) the Exhibition hall shall become, in the opinion of Organizer, unfit for occupancy; (d) Houston First Corporation refuses consent to the granting of this License or subsequently requires its termination or lawfully requires possession of the Exhibition hall; (e) in Organizer's opinion Exhibitor does not or is unable to perform or comply with any of its obligation under this Contract; and (f) Exhibitor becomes bankrupt, goes into liquidation or has a receiver or administrator appointed in the respect of any of its assets.
21. Force Majeure. Organizer will not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of any cause not within the control of Organizer. If as the result of this, Exhibitor or the Organizer is unable to perform any of its obligations under this Contract shall be terminated and Organizer shall not be liable to Exhibitor other than for a pro-rated refund of the Contract Price paid by Exhibitor on the basis of the number of exhibit days remaining. For purposes hereof, the phrase

"cause not within the control of Organizer" shall include fire, flood, earthquakes or other natural disasters, epidemic, explosion or accident, blockade, embargo, governmental restraints, restraints or orders of civil defense or military authorities, act of public enemy, terrorist activities, riot or civil disturbance, strike, lockout, boycott or other labor dispute or disturbance, and any other circumstances beyond the reasonable control of Organizer. The non-performance of this Contract under this clause shall not be deemed a breach or violation of the terms of this Contract.

22. Right to Reject or Prohibit. Organizer may reject, restrict or prohibit the display of the Exhibiting Product, or the entry of Exhibitor or its representatives into the Exhibition hall. Provided that if no cause is given by Organizer for such an order, the maximum liability, if any, of Organizer shall be the refund to Exhibitor of a sum not exceeding the pro-rata amount of the Contract Price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of such restriction or prohibition.
23. Right of Possession. Exhibitor hereby grants to Organizer, for purposes of ensuring the due performance by Exhibitor of its obligation under this Contract, the right to take possession of all property of Exhibitor, including the Products in the Exhibition hall.
24. Liability Limitation. The liability, if any, of Organizer shall under no circumstances exceed the amount of the total Contract Price paid by Exhibitor for the License herein granted. All persons appointed by Organizer to undertake any official tasks including the official stand contractor and the official electrical contractor are independent contractors and are not agents of Organizer.
25. Governing Law and Jurisdiction. This Contract shall be performable in Houston, Harris County, Texas, USA. The construction, validity and performance of this contract shall be governed by the laws of the State of Texas without regard to conflict of law principles. Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas, USA and waives any objections to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.
26. Revocation. Upon termination of this Contract, the License granted is revoked and thereupon Exhibitor shall immediately leave the Exhibition hall and remove all its Exhibiting Products and leave the Allocated Space clean and in a state of good repair. If Exhibitor fails to do so, Organizer may remove any property left behind in the Exhibition hall by Exhibitor, sell such property as agent of Exhibitor and retain proceeds of sale of such property, provided that Exhibitor collects the same within 5 days.
27. Sales and Use Taxes. Exhibitor agrees that all payments or consideration made pursuant to this Contract are exclusive of any sales and use tax levied under the laws of the State of Texas, which shall where payable, be borne fully by the Exhibitor.
28. Net of Taxes. All payments due under this Contract to Organizer by the Exhibitor shall be net of all taxes that may be levied by any government from time to time. To the extent that Exhibitor is required to deduct or withhold any tax for any reason, Exhibitor shall pay such additional amount as is necessary to ensure that Organizer receives and retains a net sum of what it would receive had there been no such deductions or withholding required or made. Exhibitor shall pay all required taxes to the tax authorities and obtain certificates from them evidencing payments

- of such taxes and forward the same to Organizer within 15 days of receipt of the said certificates. In the event that any interest or penalties are levied in respect of such tax payments by the tax authorities, the same shall be solely paid by Exhibitor. Taxes as used herein, shall mean any present or future taxes, assessments or other governmental charges or taxes on income, capital gains, know-how, goodwill, payroll, property, sales, value-added tax, import duties, excise or other assessments by any taxing authority of any jurisdiction.
29. Rules and Regulations; Floor Plan. Further rules and regulations pertaining to the Exhibition can be found in documents supplied by Organizer from time to time. Organizer may at any time and from time to time make further rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Contract, and shall be binding on Exhibitor. Organizer shall be entitled to and may, from time to time, change the Exhibition floor plan. In the event of a conflict between the clauses herein and those set out in such rules and regulations, the clauses herein shall control.
30. Severance. If any term in this Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed to no longer form any part of this Contract and the enforceability of the remainder of this Contract shall not be affected provided that if Organizer at its discretion decides that the effect of such severance is to defeat the original intention of the parties, Organizer shall be entitled to terminate this Contract by thirty (30) days written notice to Exhibitor without prejudice to the rights and remedies of each Party against the other in respect of any antecedent breach under this Contract.
31. Remedies and Implied Waivers. No failure or delay on the part of Organizer to exercise any right or remedy under this Contract will not operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided by this Contract are cumulative and not exclusive of any rights or remedies provided by law.
32. Set-Off Clause. Organizer may deduct from or set-off against any money due or becoming due at any time from Organizer to Exhibitor, under this or any other contract between Exhibitor and Organizer or its related companies.
33. Compliance Clause. Exhibitor shall comply with all conditions, rules and regulations prescribed by Organizer governing the use of the Allocated Space and the Exhibition hall and shall, upon Organizer's written request, forthwith take all necessary action and/or refrain from any further action which is, in Organizer's view, necessary to comply with any of its obligation and, forthwith provide any necessary information or document to evidence such compliance.
34. Assignment Clause. Organizer may assign or transfer or deal with its rights and obligations under this Contract. Exhibitor may not assign or transfer or deal with any of its rights or obligations under this Contract, nor to suffer or permit any other person or company to have the use of the Allocated Space.
35. Amendment Clause. The rules and regulations herein shall be amended by Organizer from time to time after giving seven (7) days' prior written notice to Exhibitor.
36. Notices. Notices to either party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt (or electronic return receipt) requested, Federal Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.
37. Confidentiality. Exhibitor shall not disclose to any person any information in any form (including analyses, compilations, forecasts, studies, research, data, photographs, drawings, specifications, designs and software programs) provided by Organizer under this Contract without the prior written consent of Organizer. Notwithstanding this, Exhibitor may disclose such information to: (a) Its agents, servants or contractors on a need-to-know basis provided that such agents, servants, and contractors are first subject to the same confidentiality restrictions contained herein; (b) Any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which requires disclosure provided that: (i) if Exhibitor, its agents, servants or contractors shall become compelled by law to disclose such information, such party will immediately notify the Organizer in writing of that fact so that Organizer may, if it wishes, seek to prevent that disclosure; (ii) If Exhibitor, its agents, servants and contractors shall take such steps as the Organizer shall require to prevent or minimize the scope of any disclosure; and (iii) in any case, if Exhibitor, its agents, servants or contractors are compelled to make disclosure, they shall disclose only that portion of the relevant information which must be disclosed; or (iv) Any other person to the extent such disclosure shall either already be known to such person not due to a breach of this clause or is a matter of public knowledge. The provisions of this clause shall remain in full force and effect notwithstanding the termination or expiry of this Contract for whatever reason.
38. Headings. The headings in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Contract nor in any way affect this contract.
39. Entire Contract. This Contract supersedes all prior contracts, arrangements and understandings between the parties whether written or oral relating to the subject matter hereof. No amendment to this Contract shall be binding upon the parties unless made in writing and signed by both parties.
40. Survival. Notwithstanding the acceptance of the Contract Price by Organizer and the expiration of the Period, Exhibitor shall remain obligated to Organizer under all clauses of this Contract that expressly or by implication survive such acceptance and the expiration of the Period, including but not limited to the indemnification provisions in the Contract.