

Exhibition Participation Agreement

THIS AGREEMENT is entered into on _____[DATE] between

SINGAPORE BUSINESS FEDERATION of 10 Hoe Chiang Road #22-01 Keppel Towers
Singapore 089315 (“SBF”)

and

The Party named below (“the Exhibitor”)

WHEREAS: -

- A. SBF has set up the Enterprise Promotion@SBF (“the Exhibition”) to showcase the Exhibitor’s Products at the Exhibition to Customers and Visitors as defined below in this Agreement.
- B. The Exhibitor wishes to display its Products at the Exhibition and SBF agrees to allow the Exhibitor to display its Products at the Exhibition and on the terms and conditions set out in this Agreement.

The Exhibitor named below hereby agrees, in consideration of being allowed to display Products at the Exhibition, to abide by the terms and conditions set out below.

The Exhibitor

SINGAPORE BUSINESS FEDERATION
10 Hoe Chiang Road
#22-01 Keppel Towers
Singapore 089315

Name:
Address:

Tel:
Fax:

By: _____
Name:
Title:

By: _____
Name:
Title:

AGREED TERMS AND CONDITIONS

1. Definitions

In the Agreement, unless the context otherwise requires, the following words shall have the meanings set forth hereunder:-

Customer(s) or **CUSTOMER(S)** means any Visitor(s) or Other Exhibitor(s) who enter(s) into a transaction with the Exhibitor relating to the Products or any other products or services of the Exhibitor.

Exhibition or **EXHIBITION** means the Enterprise Promotion@SBF organized by SBF.

Intellectual Property Rights means all intellectual property rights including but not limited to patents, industrial designs (whether registered or not), copyrights, trade marks (whether registered or not) trade secrets, database rights, and rights in respect of confidential information including subsisting in any drawings, designs, text, graphics, logos, images, audio clips, data compilations and software, and the compilation thereof.

Other Exhibitor(s) or **OTHER EXHIBITOR(S)** means others who have entered into similar Exhibition Participation Agreements with SBF and who are displaying their Products at the Exhibition

Products or **PRODUCTS** means all products and other related material on display at the Exhibition whether of the Exhibitor or of Other Exhibitors.

Visitor(s) or **VISITOR(S)** means other member(s) of SBF and members of the general public who attend the Exhibition.

2. Disclaimer

2.1 **THE PRODUCTS ON DISPLAY ARE FOR VIEWING ONLY. THE EXHIBITOR MAY NOT HANDLE, TOUCH OR OTHERWISE COME INTO PHYSICAL CONTACT WITH PRODUCTS OF OTHER EXHIBITORS THAT ARE ON DISPLAY AT THIS EXHIBITION. SBF SHALL NOT BE LIABLE FOR ANY DEATH OR PERSONAL INJURY THAT OCCURS SOLELY AS A RESULT OF ANY UNAUTHORISED HANDLING, TOUCHING OR PHYSICAL CONTACT OF SUCH PRODUCTS WHETHER IN BREACH OF THIS CLAUSE 2.1, IN TORT OR OTHERWISE.**

2.2 **IN NO EVENT SHALL SBF BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND HOWSOEVER CAUSED TO THE EXHIBITOR, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EXHIBITION, IN PARTICULAR THE EXHIBITOR DISPLAYS THE PRODUCTS AT ITS OWN RISK AND SHALL MAKE ITS OWN ARRANGEMENTS FOR THE SAFETY AND PROTECTION OF ITS PRODUCTS ON DISPLAY AGAINST LOSS, DAMAGE OR DESTRUCTION AND SBF ASSUMES NO RESPONSIBILITY FOR THE SAFETY AND PROTECTION FOR ANY AND ALL PRODUCTS DISPLAYED BY THE EXHIBITOR AT THE EXHIBITION.**

2.3 **SBF SHALL NOT BE LIABLE FOR ANY LOSS DAMAGE, INJURY OR DEATH OF ANY VISITOR TO THE EXHIBITION CAUSED SOLELY BY THE ACTS, OMISSIONS AND OR DEFAULT OF THE EXHIBITOR OR ARISING AS A RESULT OF THE DISPLAY OF THE PRODUCTS BY THE EXHIBITOR WHETHER OR NOT IN BREACH OF THE TERMS OF THIS AGREEMENT.**

- 2.4 **SBF MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS EXHIBITION AND OF OTHER EXHIBITORS WHO DISPLAY THEIR PRODUCTS AND SBF DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- 2.5 **SBF DOES NOT:-**
- (a) **OFFER OR INVITE OFFERS OR FACILITATE THE SALE AND/OR PURCHASE OF PRODUCTS AND/OR SERVICES OF OTHER EXHIBITORS AT THIS EXHIBITION, WHETHER DIRECTLY OR INDIRECTLY, AND SBF IS NOT INVOLVED IN ANY TRANSACTION BETWEEN THE EXHIBITOR AND ANY CUSTOMER OR ANY OTHER EXHIBITOR;**
 - (b) **GIVE ANY REPRESENTATION OR WARRANTY AS TO THE RELIABILITY, ACCURACY, COMPLETENESS, SAFETY OR SUITABILITY OF THE PRODUCTS ON DISPLAY;**
 - (c) **WARRANT, ENDORSE THE REPUTATION AND STANDING OF ANY OTHER EXHIBITOR WHOSE PRODUCTS ARE BEING DISPLAYED OR RECOMMEND THAT ANY SUCH EXHIBITOR MAY BE SUITABLE FOR ANY PURPOSES OF THE EXHIBITOR; AND OR**
 - (d) **ENDORSE ANY OF THE INFORMATION PROVIDED AT THE EXHIBITION AND CANNOT BE HELD RESPONSIBLE FOR ANY VIEWS, FACTS OR RECOMMENDATIONS CONTAINED THEREIN.**
- 2.6 Except as expressly provided to the contrary in this Agreement, all terms, conditions, warranties, undertakings, inducements or representations whether implied, statutory or otherwise relating to this Agreement are hereby expressly excluded.
- 2.7 The Exhibitor conducts negotiations or concludes any transactions with any Customer relating to any Product on the Exhibitor's own terms, and SBF shall not be involved in, nor entertain any claim or demand from, nor be liable to the Exhibitor or any of the Exhibitor's customers, for any transaction between the Exhibitor and any Customer, neither shall SBF be liable to the Exhibitor for any loss, damage, cost or expense incurred or suffered by the Exhibitor (including but not limited to claims of negligence, intellectual property infringement and defamation) in connection with the display of the Exhibitor's Products at the Exhibition, or of any transactions the Exhibitor enters into with Customers.
- 2.8 If the Exhibitor decides to transact with any Other Exhibitor who has showcased his Products at the Exhibition, and both parties mutually decide to enter into a commercial transaction, SBF does not accept any responsibility neither for the reputation nor for the standing of the Other Exhibitor nor the commercial viability of such a transaction. It will be understood that the decision to enter into commercial relations was purely an independent one for which SBF will have no knowledge or interest in and SBF will not be responsible for any direct or indirect losses that may arise from such an arrangement.
- 2.9 **THE EXHIBITOR MAY NOT HAVE ANY REMEDIES UNDER THIS AGREEMENT AGAINST SBF IN RELATION TO ANY TRANSACTION WITH ANY CUSTOMER OR ANY LOSS OR DAMAGE SUFFERED IN RESPECT OF ANY DISPUTE (WHETHER FOR NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT OR DEFAMATION) CONCERNING ANY PRODUCT OR ANY TRANSACTION AND THE EXHIBITOR HEREBY WAIVES ANY AND ALL RIGHTS TO INCLUDE SBF IN ANY DISPUTE CLAIM OR PROCEEDINGS RELATING TO ANY TRANSACTION WITH ANY CUSTOMER OR ANY MATTER RELATED THERETO.**
- 2.10 **TO THE EXTENT PERMITTED BY LAW, SBF WILL NOT BE RESPONSIBLE OR LIABLE TO THE EXHIBITOR FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, TECHNOLOGIES OR SERVICES,**

COST OF COVER ACTION, CLAIM, CHARGE, COST, DAMAGE, INTEREST, LIABILITY, PENALTY, TAX OR EXPENSE OF ANY NATURE, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE DISPLAY OF PRODUCTS IN THE EXHIBITION, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SBF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SBF FURTHER DISCLAIMS LIABILITY FOR THE FOLLOWING: -

- (a) ANY COST, EMBARRASSMENT, INCONVENIENCE, LOSS OR DAMAGE SUFFERED BY THE EXHIBITOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; AND**
- (b) ANY ACT OR OMISSION IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT BY SBF, ITS OFFICERS, EMPLOYEES, AGENTS AND/OR THIRD PARTIES APPOINTED BY SBF.**

2.11 NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF SBF, FOR ALL MATTERS RELATING TO THIS AGREEMENT, EXCEED WHETHER FOR ANY SINGLE INSTANCE OR IN THE AGGREGATE THE SUM EQUAL TO S\$100.

3. Responsibility and Rights for the Display of Products

3.1 In consideration for SBF allowing the Exhibitor the right to display Products at the Exhibition, the Exhibitor agrees to abide by all the terms and conditions contained in this Agreement.

3.2 The Exhibitor represents, undertakes and warrants to SBF that:

- (a) the Exhibitor is a legal entity with full capacity to agree to and abide by the terms and conditions in this Agreement;
- (b) the Exhibitor shall:
 - (i) ensure that all the Intellectual Property Rights and confidential information belonging to SBF shall be protected; and
 - (ii) preserve, protect and shall not cause harm to the integrity, reputation and good name of SBF;
- (c) the Exhibitor is the registered proprietor or owner of all Intellectual Property Rights connected with or subsisting within the Products on display in the Exhibition and or at least has the right to place the Products for display at in the Exhibition in accordance with this Agreement;
- (d) the use of, or display of any of the Intellectual Property Rights of the Exhibitor in this Exhibition does not infringe the Intellectual Property Rights of any third party;
- (e) all representations, documents, and/or any information provided by the Exhibitor to SBF for the purposes of this Exhibition is true, accurate, complete up-to-date and not misleading in any way whatsoever;
- (f) the advertisement of the Products or any services in the Exhibitor's display is in compliance with all applicable laws, regulations and industry guidelines in Singapore;
- (g) the Exhibitor will act in a responsible and lawful manner and not cause any disruption or nuisance when the Exhibitor is in the Exhibition Area;
- (h) the Exhibitor will not infringe any of the Intellectual Property Rights on display in the Exhibition;
- (i) The Exhibitor may not use the name and goodwill of SBF in any way whatsoever to promote the Exhibitor's business, Products and services.
- (j) the Exhibitor will not handle, touch or otherwise come into physical contact with any of the Products of Other Exhibitors on display;

- (k) that it has obtained appropriate insurance coverage against the risk of loss, damage to, or the destruction of the Products on display and against death and personal injury caused by the display of the Products to Visitors;
 - (l) the Exhibitor will not injure, or cause any injury to Visitors, Customers, and to any staff of SBF; and
 - (m) the Products that the Exhibitor displays at the Exhibition are not poisonous to human or touch, explosive in nature, or otherwise dangerous or harmful to any Visitor and in particular the Exhibitor shall take additional precautions (or comply with directions from SBF) to cater for vulnerable Visitors, including children and/or elderly persons and/or persons with special needs.
- 3.3 The Exhibitor may not bring any claim, whether in tort or contract or otherwise, against SBF if the Exhibitor suffers any loss or damage whatsoever or suffer any injury if the Exhibitor breaches any of terms and conditions in this Agreement.
- 3.4 The Exhibitor shall obtain the requisite licence and/or authorisation for the supply and/or issue of Products to be displayed at the Exhibition, and ensure that all conditions and requirements contained therein are complied with at all times. SBF reserves the right, in its sole discretion, to
- (a) refuse to allow the display of any Product without giving any reason whatsoever; and
 - (b) request an immediate removal of any or all such Products at any time, and to remove them should such requests not be acceded to
- 3.5 The Exhibitor is not allowed to conduct negotiations or conclude any transactions with any Customer relating to any Product in the Exhibition area.
- 3.6 SBF reserves the right to terminate this Agreement, should any representations, undertakings or warranties given by the Exhibitor prove to be false. The participation of the Exhibitor in the Exhibition shall cease immediately upon such termination, and the Exhibitor shall be liable for any and all damages suffered by SBF and Other Exhibitors participating in the Exhibition, as a result thereof.
- 3.7 SBF shall have the right to determine the following at its sole discretion:
- (a) whether to allow or to refuse to allow any Products for display in the Exhibition;
 - (b) the allocation of shelving space and location of display units for the Exhibitor's Products and other material;
 - (c) the period of display for the Exhibitor's Products;
 - (d) the removal and/or disposal of the Exhibitor's Products, if the Exhibitor fails to collect and/or dispose of the same as directed by SBF.

In the event of any dispute, the Exhibitor agrees that the final decision for all matters in this Clause 3.7 shall rest with SBF.

4. Intellectual Property

- 4.1 Products on display at the Exhibition contain Intellectual Property Rights that belong to SBF and Other Exhibitors,
- 4.2 The Exhibitor shall not reproduce, republish, redistribute or otherwise infringe the Intellectual Property Rights of SBF or the Intellectual Property Rights of Other Exhibitors and may not aid, procure, facilitate, authorise or encourage any others to do so.

- 4.3 The Exhibitor shall keep SBF fully informed of any infringement of any of the Intellectual Property Rights of which the Exhibitor knows, becomes aware, or ought reasonably to be aware.

5. Indemnification

- 5.1 **THE EXHIBITOR SHALL INDEMNIFY SBF AND ITS AFFILIATES, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY FINE, PENALTY, LOSS, COSTS, DAMAGE, INJURY, CLAIM, EXPENSE (INCLUDING REASONABLE ATTORNEYS FEES), ANY ACTUAL OR THREATENED CLAIM, DEMAND, ACTION OR OTHER PROCEEDING BY ANY THIRD PARTY OR ANY OTHER SIMILAR KIND OF LIABILITY WHICH IT OR THEY MAY SUFFER OR INCUR AS A RESULT OF:-**
- (a) **ANY ACT OR OMISSION BY THE EXHIBITOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUB-CONTRACTORS ARISING FROM OR RELATING TO ANY TERMS AND CONDITIONS IN THIS AGREEMENT, OR ANY BREACH BY THE EXHIBITOR OF ANY TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE INFRINGEMENT OF THIRD PARTY RIGHTS;**
 - (b) **ANY ACT OR OMISSION BY THE EXHIBITOR IN CONTRAVENTION OF APPLICABLE LAWS; AND/OR**
 - (c) **THE CONDUCT OF THE EXHIBITOR WITHIN THE EXHIBITION AREA.**

6. Governing Law and Dispute Resolution

- 6.1 The terms and conditions in this Agreement are governed by and construed in accordance with the Laws of the Republic of Singapore including without limitation the provisions of the Singapore Evidence Act (Chapter 97). Any dispute shall be subject to the exclusive jurisdiction of the Courts of the Republic of Singapore.
- 6.2 Any dispute arising in connection with the terms and conditions in this Agreement (a "Dispute") or any breach thereof must be brought in the first instance through mediation in accordance with the mediation rules of the Singapore Mediation Centre. Any party that receives a notice for mediation shall consent to participate in the above-mentioned mediation process. Failure to comply will be a breach of this Agreement.
- 6.3 A printed version of these terms and conditions and of any notice given shall be admissible in judicial or administrative proceedings based upon or relating to these terms and conditions to the same extent and subject to the same conditions as other business documents and records originally extended and maintained in printed form.

7. Termination and Consequences

- 7.1 The Exhibitor is entitled to display its Products in the Exhibition until and unless terminated in accordance with the terms and conditions in this Agreement.
- 7.2 SBF may, by written notice to the Exhibitor, terminate this Agreement and hence the Exhibitor's entitlement to display Products in the Exhibition if:
- (a) the Exhibitor is in breach of any of the terms and conditions in this Agreement or the Exhibitor fails to comply with any of the instructions or directions of SBF where such breach or failure is incapable of rectification
 - (b) where any breach or failure mentioned in Clause 7.2(a) above is capable of being rectified, but has not been so rectified by the Exhibitor within the time period given by SBF to do so;

- (c) the Exhibitor terminates or suspends its business activities, become insolvent, admits in writing its inability to pay its debts as they mature, make an assignment for the benefit of creditors, or become subject to direct control of a judicial manager, trustee, receiver or similar authority, or has been served with any petition for winding-up or is subject of any scheme of arrangement under law;
- (c) SBF decides to discontinue with the Exhibition; and/or
- (d) any representation, undertaking or warranty given by the Exhibitor under this Agreement is or proves to be false.

7.3 Upon termination of this Agreement and hence the Exhibitor's participation in the Exhibition, the Exhibitor shall immediately comply with all directions of SBF regarding the collection, removal or disposal of the Exhibitor's Products on display at the Exhibition, and shall return to SBF all material that was supplied to the Exhibitor by SBF for the purpose of the Exhibitor's participation in the Exhibition. SBF reserves the right to remove the Exhibitor's Products from the Exhibition, should the directions of SBF not be complied with in any way.

7.4 Notwithstanding anything stated herein such clauses as are intended to survive the termination of the terms and conditions in this Agreement and shall continue even after such termination.

8. **Amendments**

8.1 The terms and conditions in this Agreement may be amended, modified or varied by SBF in its sole discretion and at any time. The continued display of the Exhibitor's Products in the Exhibition constitutes the Exhibitor's agreement to such amendments, modifications and or variations.

9. **Contract (Rights Of Third Parties) Act 2001**

No term of this Contract shall be enforceable under the Contract (Rights of Third Parties) Act 2001 ("the Act") by a third party (being any person other than the parties and their permitted successors and assigns), but this does not affect any right or remedy of any third party which exists or is available from under that Act.