

# OFFSHORE TECHNOLOGY CONFERENCE ASIA APPLICATION/CONTRACT FOR EXHIBIT SPACE

22-25 March 2016 • Kuala Lumpur Convention Centre Kuala Lumpur, Malaysia

This is an application for exhibit space at the Offshore Technology Conference Asia 2016 in Kuala Lumpur, Malaysia, which will become a binding contract if the potential exhibitor satisfies OTC exhibitor requirements and if such application is accepted by OTC. The undersigned company (the "Exhibitor") does hereby make application to participate as an Exhibitor in the Offshore Technology Conference Asia 2016 to be held at the Kuala Lumpur Convention Center, 22-25 March 2016. We request OTC to reserve exhibit space for our use at the OTC Asia Exhibition. We understand that specific booths will be assigned, to the extent available, based on the first-come, first-served basis.

Preferred Booth Location: (All 3 Preferred Booth Location	ons must be completed. If all 3 locations are not complete, exhibi	itor forfeits the right to be contacted if selections are no longer					
available. In such case, OTC Asia reserves the right to place the exhibitor in a like configuration in the best available location)							
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Exhibit Type	Price per Square Me	etre Square Metres Req	uested	Total i	n USD
Space Only (min 18sqm)	USD690/sqm	Depth:	x Frontage:		
Stand Package (min 9sqm)	USD760/sqm	Depth:	x Frontage:		
			Total Square Metre	es Requested =	
			TOTAL EXHIBIT SPAC	E COST = USD	
		Minimum 50%	6 Deposit Due On or Before 5 Jur	ne 2015 = USD	
		10	0% Due On or Before 6 Novembe	er 2015 = USD	
<b>EXHIBITOR INFORMAT</b>	ION:				
EXHIBITING COMPANY					
MAILING ADDRESS					
CITY	STATE	PROVINCE	POSTAL CODE	COL	JNTRY
COMPANY PHONE NUMBER		COMPANY FAX NUMBER	COMPAN	Y WEB ADDRESS	

PHONE NUMBER

MOBILE NUMBER

PHONE NUMBER

MOBILE NUMBER

CORPORATE DIVISIONS (NOT PRODUCT LINES) TO BE LISTED IN THE OFFICIAL PROGRAMME (Attach separate sheet if necessary)

TITI F

TITLE

**EMAIL ADDRESS** 

EMAIL ADDRESS

DESCRIPTION OF PRODUCT AND/OR SERVICES TO BE DISPLAYED

PRIMARY CONTACT (will receive exhibitor mailings)

COMPANIES FROM WHOM WE DESIRE BOOTH SEPARATION. OTC Asia will make every effort to accommodate your request, but cannot guarantee separation.

#### **PROVISIONS:**

MARKETING CONTACT

- A. The individual signing this agreement warrants that he/she has the authority to bind contractually the organisation applying for exhibit space. The individual signing this agreement also warrants that the product brought to be exhibited qualifies for the exhibition. If OTC later determines that such product in fact does not qualify for the exhibition, OTC can cancel the space and contract without refunds.
- B. OTC may be held liable or loss, injury, or damages sustained by exhibitor or exhibitor's personnel (i.e., exhibitor's agents, servants, invitees, guests, employees) only to the extent such loss, injury or damages are solely caused by the negligence of wilful misconduct of OTC or its agents or employees, and not otherwise.
- C. OTC shall not be responsible for any loss business, loss profits, injury, damage, or expense, of whatever nature that the Exhibitor may suffer due to event cancellation as a result of conditions that render the event impracticable. Causes of impracticality include, but without limitations, casualty, explosion, fire, utility interruption, natural disasters, disease as declared by the World Health Organisation, or other acts of God, or any law, ordinance, rule or regulation, acts of public enemies, strikes, riots, or civil disturbances.
- D. The Exhibitor shall defend, indemnify and hold harmless the Offshore Technology Conference ("OTC"), the Society of Petroleum Engineers ("SPE"), OTC Sponsoring Societies, their respective officers, directors, employees, agents and each of them (collectively "Indemnitees"), with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including any of the foregoing resulting from the Indemnitees' own negligence, including reasonable attorney fees) as are solely caused by the negligence or wilful misconduct of the Indemnitees. The terms of this provision shall survive the termination or expiration of this Agreement.

## **ACCEPTED BY:**

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AUTHORISED COMPANY REPRESE	NTATIVE	DATE	0	TC EXHIBITS MANAGER	DATE	
Please make checks payable to Offshore Technology Conference in U.S. funds and mail t					Tel: +60.3.2182.3000 Fax: +60.3.2182.3030	
PAYMENT BY CREDIT CAR	D					
		CREDIT CARD NUMBER		EXPIRATION	EXPIRATION DATE (dd/mm/yy)	
NAME AS IT APPEARS ON CARD		AUTHORISED S	AUTHORISED SIGNATURE		AMT. OF CHARGE	
COMPANY NAME					COMPANY PHONE NUMBER	
FOR OTC MANAGEMENT USE	ONLY					
COMPANY #	CONTRACT REC	CONTRACT RECEIVED (dd/mm/yy)		CHECK/IN	CHECK/INVOICE#	
ASSIGNED BOOTH #	DIMENSION		DATE TO FINANCE (d	ld/mm/yy)		



## OFFSHORE TECHNOLOGY CONFERENCE ASIA APPLICATION/CONTRACT FOR EXHIBIT SPACE

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#### 1. CONTRACT

The following provisions, plus any additions and amendments (including Exhibit Regulations and the Exhibitor Services Manual) thereto that may hereafter be established by OTC, become binding upon acceptance of this contract between the Exhibitor, its employees and its agents.

#### 2. CHARACTER

The Offshore Technology Conference Asia is undertaken by the sponsoring organisations primarily for the technical education of their members. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each exhibitor agrees to abide by the rules and regulations stated herein and as explicitly stated in the Exhibit Regulations.

## 3. PAYMENT / CANCELLATIONS / SPACE REDUCTION

- A. Applications for space received on or before 5 June 2015 must be accompanied by a minimum 50% deposit. Space applications without required payment will delay assignment.
- B. Payment in full for exhibit space is due by 6 November 2015. Applications received after 6 November 2015 must include full payment for the size booth requested. Space applications received without required payment will not be processed nor exhibit space confirmed. Exhibitors who are not paid in full by 6 November 2015 will have one point deducted from their OTC priority points. OTC reserves the right to cancel and reassign any exhibit space for which an invoice remains unpaid for more than thirty (30) days after invoice due date. No exhibitor will be listed in the Conference Programme, nor allowed move-in operations until OTC receives full payment and a duly executed contract.
- C. After space has been confirmed and accepted, a reduction in space is considered a cancellation and will be governed by the same policies as outlined below. Reduction in space can result in relocation of exhibit space at OTC's discretion
- D. Should any exhibitor cancel from the Exhibition, the following shall apply:
  - If an exhibitor cancels on or before 5 June 2015, the exhibitor will receive
    a full refund. If an Exhibitor who has submitted a contract after 5 June
    2015 cancels between time of application and seven (7) days after initial
    space assignment date, the exhibitor will receive a full refund.
  - If the Exhibitor cancels between 5 June 2015 and 6 November 2015, the Exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of contracted exhibit space.
  - If an exhibitor cancels after 6 November 2015, the Exhibitor will be assessed a cancellation penalty equal to 100% of the total contracted exhibit space.
  - 4. If an exhibitor cancels with an outstanding balance due, the Exhibitor remains responsible for the entire balance due, plus reasonable attorney's fees to collect. Exhibitor will not be permitted to participate in future OTC events until all outstanding balances have been paid.
- E. No cancellations shall be acknowledged unless received in writing by OTC. The date the notice of cancellation is received shall apply as the official date of cancellation.
- Upon exhibitor notification of cancellation, OTC has the right to resell the space vacated.
- G. No-Show Ruling: If an exhibitor fails to utilise the exhibit space and/or the space is vacant at the time of the published deadline for completion of installation, OTC reserves the right to consider the space to be cancelled and vacated. All requested for installations beyond the published installation completion deadline must be submitted to OTC in writing. Approval of late installation requests are at the discretion of OTC. Should OTC not be notified in writing, OTC reserves the right to resell the cancelled space and the contract will become null and void.

#### 4. EXHIBIT SPACE ASSIGNMENTS

- A. Exhibit space is assigned based on a first-come, first-served basis. OTC shall assign the exhibit space for the period of the OTC Asia 2016 Exhibition only and does not imply that the same or similar space will be held or offered or future shows. OTC reserves the right to determine the eligibility of any company or product for inclusion in the exhibition.
- B. Upon official space assignment, exhibitor will receive a Booth Confirmation Notice. Exhibit space assigned shall be deemed accepted by exhibitor unless reflected in writing to OTC.

#### 5. SUBLETTING SPACE

No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to him, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc., not manufactured or distributed by the Exhibitor in the regular course of his business without prior written consent of OTC.

## 6. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

- A. A Standard Booth Package (9sqm minimum) includes 2.5m high stand walls consisting of white laminated panels, needle-punch carpeting, one (1) information counter, two (2) chairs, one (1) wastebasket, one (1) 13-amp/230V power point, fascia panel with company name and stand number and fluorescent tube lighting installed behind fascia, and installation and dismantle labour. Any draping used must comply with the published fire safety regulations.
- A general cleaning of the stand is included in space rates. Additional cleaning services are available as outlined in the Special Cleaning Form included in the Exhibitor Services Manual (ESM)
- C. Two (2) Complimentary Exhibitor Registrations per 9 square metres of exhibit space will be allotted to each contracted company for purpose of registering booth personnel.
- D. Discounted Exhibitor Registration rates for additional booth personnel.
- Company name listed on the official OTC Asia website upon receipt of exhibit space contract and deposit.
- F. Company name listed in the official Conference Brochure\*.
- G. Company name listed in the official Conference Preview\*\*
- H. Company listing in the official Conference Programme\*\*\*.

#### 7. CHANGE OF FLOOR PLAN OR SPACE ASSIGNMENT

OTC reserves the right to change the floor plan design without notice. OTC may also move an exhibitor to another location prior to or during the show, if such change is deemed to be in the overall best interest of the exhibition by OTC.

#### 8. INSURANCE

Insurance for fire, property, public liability, and theft must be taken out by each exhibiting company at its own expense. The insurance is to cover the full period of occupancy of the premises by the exhibitor, its agents and employees.

## 9. EXHIBITOR SERVICES

To ensure the configuration of a smooth installation, dismantling and operation during the Exhibition, an Official Contractor will be appointed. Although full-time employees of the exhibitor-appointed contractors, other than the Official Contractor may be authorised to gain access to exhibition areas, exhibitors are urged to obtain required labour and services from the OTC Asia Official Contractor.

## 10. EXHIBITOR SERVICES MANUAL

Approximately six (6) months prior to the Exhibition, OTC will prepare an Exhibitor Services Manual (ESM), which will be produced electronically and available on the official OTC Asia website. The Exhibitor Services Manual will include information integral to participation at the Exhibition, including, but not limited to additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, etc.

## 11. AMENDMENTS

Any an all matters and questions not specifically covered by the articles in this Contract or in the official Exhibit Regulations shall be subject to the decision of OTC and may be amended at any time by OTC in the overall best interest of the Exhibition and notice thereof shall be binding on the exhibitors equally with the foregoing in this Contract.