

Authorized Signature and Stamp:

SupplySide China 2018

28-30 June 2018 China Import and Export Fair Complex, Area B



BOOKING FORM FOR SPONSORSHIP

SPONOSOR INFORMATION * Please complete details below and inform the Organizer with written notice if there is any change, Company Name Contact Person Title Email Phone Fax Mobile Address Website Zip / Postcode Country **PRODUCT CATEGORIES** □ Ingredient Supplier □ Packaging and Labelling Supplier □ Business Support Service □ Contract Manufacturer □ Consulting and Service Company ☐ Software Manufacturing ☐ Equipment and Machinery Company □ Lab Testing and Analytical Firm ☐ Supply Chain and System Management ☐ Wholesaler, Distributor and Broker ☐ Flavor and Fragrance Supplier SPONSORSHIP DETAILS Sponsorship Details: VAT Fee 6% VAT x Sub-total Fee USD _ Total Fee: USD **TERMS AND CONDITIONS** Beneficiary **SWIFT** Guangzhou Informa Yi Fan Exhibitions Co., Ltd. Account No. 009-181694-055 HSBCCNSHGZH Bank Account Name Code Details HSBC (CHINA) COMPANY LIMITED GUANGZHOU BRANCH Bank Address G2, 1/F, Garden Hotel, 368 Huanshi Dong Rd, Guangzhou, China 1.The following schedule should be used as a guide to determine the required deposit amount as well as the contracted payment schedule/terms: **Date of Signing Contract** Percent Due and Due Date 50% due within 5 days upon Application Before 28th February 2018 50% balance due by 28th February 2018 On or After 1st March 2018 100% due within 5 days upon Application Terms and Conditions 2.All payments shall be made by wire (T/T). 3.The Booking Form is irrevocable and binding on the sponsor with respect to participation in the show and the Sponsor hereby agree to comply with the Terms and Conditions stipulated overleaf. 4.Sponsors understand and agree that except the situation clearly stated, for withdrawal from the exhibition after the Booking Form becomes effective, if the Sponsor propose it before or on 28th February, 2018, Sponsor shall pay 50% of the amount payable under the Booking Form to Organizer as compensation; if the Sponsor propose it on or after 1st March, 2018, full amount payable under the Booking Form shall be paid to Organizer by Sponsor as compensation. The Booking Form and the 'Exhibition and Sponsorship Terms and Conditions', which are incorporated into this Booking Form, together constitute the Contract between Informa Yi Fan and Sponsor. By signing here below, Sponsor and its authorized signatory confirmed to have fully read, understood and agreed with all the terms and conditions specified in this Booking Form and the 'Exhibition and Sponsorship Terms and Conditions' published overleaf. Sponsor's Authorized Signature and Stamp: Date: _ Organizer's Signature and Stamp: Guangzhou Informa Yi Fan Exhibition Co., Ltd.

Date:



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EXHIBITION AND SPONSORSHIP TERMS AND CONDITIONS

1.Definitions

In these Conditions, the following terms have the following meanings:

- 1.1.Booking Form: the booking form to which these Conditions are attached setting out the details of the Package or such other document setting out the details of the Package as Informa Yi Fan may choose in its sole discretion to accept;
- 1.2. Exhibitor: the person, company or other entity set out in the Booking Form;
- 1.3. Closing Date: the last date on which the Exhibition is open to members of the public;
- 1.4. Conditions: these terms and conditions;
- 1.5. Contract: together, these Conditions and the Booking Form;
- 1.6.Exhibition: the exhibition organised by Informa Yi Fan set out in the Booking Form;
- 1.7. Fees: the fees payable by Exhibitor for the Package set out in the Booking Form;
- 1.8.Force Majeure Event: any event arising that is beyond the reasonable control of Informa Yi Fan (including, without limitation, royal demise, venue damage or cancellation, industrial dispute, governmental regulations or action, military action, epidemic, fire, flood, disaster, third party contractor/supplier failure, civil riot, acts of terrorism or war);
- 1.9.Intellectual Property Rights: trademarks, logos, trading names, rights in design, copyrights, database rights and all other intellectual property rights or analogous rights, whether registered or unregistered, anywhere in the World;
- 1.10.Informa Group: includes any entity whose ultimate parent company is Informa plc;
- 1.11. Manual: the manual (if any) provided to Exhibitor by Informa Yi Fan in respect of the Exhibition, as updated by Informa Yi Fan from time to time;
- 1.12.Materials: all materials and information of Exhibitor including, without limitation, logos, artwork and profile, required by Informa Yi Fan for the purposes of the Sponsorship:
- 1.13.Owners: the owners and/or management of the Venue:
- 1.14.Package: the Space and/or Sponsorship package in relation to the Exhibition set out in the Booking Form:
- 1.15.PRC: the People's Republic of China which, for the purposes of this Contract, excludes Hong Kong, Taiwan and Macau;
- 1.16. Space: the exhibition space allocated to Exhibitor set out in the Booking Form;
- 1.17. Sponsorship: the sponsorship element of the Package set out in the Booking Form;
- 1.18. Venue: the venue at which the Exhibition is to be staged;
- 1.19.Informa Yi Fan: Guangzhou Informa Yi Fan Exhibition Co., Ltd., Room 1103-04, Block G, Poly World Trade Center, No.996, XinGang East Road, Haizhu District, Guangzhou, 510335, People's Republic of China.

2.Package

Once submitted to Informa Yi Fan, a Booking Form is irrevocable by Exhibitor. Informa Yi Fan reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Informa Yi Fan to Exhibitor (whether or not it is received).

3.Fees

3.1.Exhibitor shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. Informa Yi Fan shall have no liability whatsoever if Exhibitor pays the Fees (or any proportion thereof) into any bank account other than the bank account specifically designated by Informa Yi Fan to Exhibitor for payment. In particular, Informa Yi Fan shall not be responsible for any losses suffered by Exhibitor due to third party fraud or misdemeanour, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Informa Yi Fan's designated bank account only shall satisfy Exhibitor's payment obligations under this Contract. To the extent that Exhibitor receives any communication notifying Exhibitor of a change in Informa Yi Fan's designated bank account, Exhibitor is required to verify the authenticity of the same directly with Informa Yi Fan. Without prejudice to any other right or remedy it may have, if Informa Yi Fan does not receive the Fees into Informa Yi Fan's designated bank account in cleared funds by the due date for payment, Informa Yi Fan shall be entitled to: (i) refuse Exhibitor, its employees and other representatives entry to the Exhibition, and/or (ii) refuse to provide any element of the Package.

3.2.It is the intent of the parties that Informa Yi Fan will receive the Fees net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes (Taxes), all of which shall be paid solely by Exhibitor. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).

4.Exhibitor's general obligations

4.1.Exhibitor shall comply with (i) all laws (including, without limitation, all laws relating to anti-bribery and corruption or trade sanctions), (ii) any instructions issued by Informa Yi Fan or the Owners (including, without limitation, in relation to health and safety or security requirements), and (iii) the provisions of the Manual (if any), including, without limitation, any rules, regulations and operational requirements stated therein.

4.2.Exhibitor warrants that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing this Contract on behalf of Exhibitor has the requisite authority to do so.

4.3.Exhibitor, its employees and other representatives must not: (i) act in any manner which causes offence, annoyance or inconvenience to Informa Yi Fan, the Owner or any other Exhibition attendees, (ii) do anything which might adversely affect the reputation of Informa Yi Fan, the Owners or the Exhibition, and/or (iii) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of Exhibitor.

4.4.Exhibitor is required to be adequately insured to participate in the Exhibition. Exhibitor shall

itself take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than US\$2,000,000 per occurrence or claim. Informa Yi Fan shall be entitled to inspect Exhibitor's insurance policy on request

4.5.Exhibitor is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the Exhibition is held. If Exhibitor, its employees and other representatives cannot attend the Exhibition due to a failure to obtain such documentation, the Fees shall remain due and payable in full.

4.6.Exhibitor consents to its details (including, without limitation, its name, logo or any other information) being: (i) published in the Exhibition show guide and any other Exhibition promotional materials, and (ii) displayed on the Exhibition website. Although Informa Yi Fan shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.

4.7.All unauthorised filming, sound recording and photography of the Exhibition and transmission of audio or visual material is expressly prohibited. Exhibitor consents to: (i) the filming, sound recording and photography of the Exhibition, which may include Exhibitor's employees and other representatives, and (ii) the use by Informa Yi Fan of any such film, sound recording or photography anywhere in the world for promotional and other purposes.

5. Specific terms relating to Space

5.1.Informa Yi Fan reserves the right at any time to make such alterations in the floor plan of the Exhibition or in the specification of the Space as Informa Yi Fan in its absolute opinion considers to be in the best interests of the Exhibition, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein. If the size of the Space is reduced, Exhibitor will receive a pro-rata refund of the Fees payable in respect of the Space.

5.2.Informa Yi Fan permits Exhibitor to use the Space for the purpose of displaying exhibits at the Exhibition. Such use shall not constitute a tenancy and Exhibitor shall have no other rights to or interest in the Space. Exhibitor is only permitted to conduct business from the Space and shall not canvass or solicit for business in any other area of the Venue.

5.3.Exhibitor undertakes: (i) to occupy the Space in time for the opening of the Exhibition, (ii) at all times during the Exhibition to ensure that its exhibition stand is staffed by competent personnel and is clean, tidy and well presented (failing which, Informa Yi Fan reserves the right without liability to arrange for this to be done at Exhibitor's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Exhibition.

5.4.Exhibitor shall not permit the display of any exhibits that do not exclusively relate to Exhibitor's own commercial activities. Informa Yi Fan reserves the right without liability to remove any exhibit which Informa Yi Fan considers in its reasonable opinion contravenes any law, infringes the Intellectual Property Rights of any third party, is likely to cause offence or which otherwise does not comply with these Conditions.

5.5.Informa Yi Fan will be responsible for setting-up a shell scheme for Exhibitor's exhibition stand in the Space only where it has expressly agreed to do so in the Booking Form. Exhibitor is solely responsible for all aspects of dressing and branding the Space.

5.6.Unless the provisions of Condition 5.5 apply, Exhibitor is solely responsible for all aspect of the set-up of the Space, including, without limitation, the shell scheme and exhibition stand construction branding and dressing.

5.7.Exhibitor may not share the Space with any third party without the prior written consent of Informa Yi Fan. If and to the extent that Exhibitor is permitted to share the Space, Exhibitor shall remain responsible for the Space in its entirety and shall be liable for any breach of the terms of this Contract by any party with whom the Space is shared.

5.8.If Exhibitor is in breach of this Contract or is otherwise engaged in any activity that might jeopardise the safety of the Exhibition or any Exhibition attendees, Informa Yi Fan reserves the right without liability to close Exhibitor's exhibition stand.

6. Specific terms relating to Sponsorship

6.1.Exhibitor shall: (i) provide Informa Yi Fan with all Materials within any deadlines specified by Informa Yi Fan, and (ii) comply with Informa Yi Fan's specifications in relation to all Materials. If Exhibitor does not, Informa Yi Fan reserves the right to refuse to print or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).

6.2.Exhibitor shall ensure that all Materials: (i) are accurate and complete and do not contain any information which may cause offence or be defamatory, and (ii) do not infringe the Intellectual Property Rights of any third party.

6.3. Although Informa Yi Fan shall take reasonable care in the production of any material incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. All Materials are subject to the approval of Informa Yi Fan. Informa Yi Fan reserves the right to reject any Materials at any time after receipt. Informa Yi Fan will use its reasonable endeavours to provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.

6.4.Exhibitor hereby grants to Informa Yi Fan a non-exclusive, royalty free licence to use the Materials and Exhibitor's details in connection with the creation of any materials relating to the Exhibition. Exhibitor acknowledges that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Informa Yi Fan may at its discretion continue to use the Materials and Exhibitor's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Exhibition cannot reasonably be justified by Informa Yi Fan.

6.5.If Exhibitor is in breach of this Contract, Informa Yi Fan reserves the right without liability to refuse to use any Materials or provide any element of the Sponsorship.

7. Visitor, delegate and Exhibitor's personnel/sub-contractor passes



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Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Informa Yi Fan's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Exhibitor will be supplied with passes for its personnel and sub-contractors (as applicable) who are working at the Exhibition and such passes must be produced by such personnel/sub-contractors on request at the Exhibition. Informa Yi Fan may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

8.Limitation of rights granted

Exhibitor's rights in relation to the Exhibition are strictly limited to those set out in the Package. Exhibitor shall be permitted to advertise in a proportionate manner on its own website the fact of its attendance and participation in the Exhibition, including, without limitation, by providing a web link to the Exhibition's website, provided that Informa Yi Fan may request at any time and for any reason that Exhibitor removes any such advertising and Exhibitor shall be required to comply with any such request promptly. Exhibitor is not permitted to: (i) exploit any rights of a commercial nature in connection with the Exhibition; (ii) establish a website relating to the Exhibition; or (iii) otherwise promote or advertise its association with the Exhibition or Informa Yi Fan, except as expressly stated herein or with the prior written consent of Informa Yi Fan. Nothing in this Contract shall be construed as granting to Exhibitor any right, permission or licence to use or exploit the Intellectual Property Rights of the Informa Group.

9. Changes to the Exhibition

Informa Yi Fan reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, venue and timings of the Exhibition. If any such changes are made, this Contract will continue to be binding on both parties, provided that the Package shall be amended as Informa Yi Fan considers necessary to take account of the changes.

10.Cancellation and changing the date of the Exhibition

10.1.Informa Yi Fan reserves the right to cancel or change the date of the Exhibition at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which Informa Yi Fan considers makes it impossible, inadvisable or impracticable for the Exhibition to be held).

10.2.In the event that the date of the Exhibition is changed or where the Exhibition is cancelled for the current year but is reasonably expected by Informa Yi Fan to be held in the following year, this Contract will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Exhibition on the new date (or the Exhibition in the following year, as the case may be) in the same way that they would have applied to the originally scheduled Exhibition. For the avoidance of doubt, nothing in this Condition 10.2 shall excuse Exhibitor from the payment of the Fees in accordance with the payment terms stated in the Booking Form.

10.3.Where the Exhibition is cancelled and is not reasonably expected by Informa Yi Fan to be held in the following year the terms of this Condition 10.3 shall apply:

10.3.1.if the Exhibition is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 10.3.2 apply), this Contract shall terminate without liability provided that, at Exhibitor's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and Exhibitor will be released from paying any further proportion of the Fees;

10.3.2.if the Exhibition is cancelled as a result of a Force Majeure Event, this Contract shall terminate without liability provided that: (i) Informa Yi Fan shall be entitled to retain an amount equal to 50% of the total Fees (the Revised Fees) from any proportion of the Fees already paid or, where no Fees have been paid or where the proportion of the Fees already paid is less than the Revised Fees, Informa Yi Fan shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Revised Fees, which will become immediately due and payable; and (ii) after the deduction of the Revised Fees, at Exhibitor's election, any proportion of the Fees already paid will be either refunded or a credit note issued for the amount of Fees already paid and Exhibitor will be released from paying any further proportion of the Fees.

10.4.Exhibitor acknowledges that the provisions of this Condition 10 set out Exhibitor's sole remedy in the event of cancellation or the changing of the date of the Exhibition and all other liability of Informa Yi Fan is hereby expressly excluded.

11.No right of cancellation by Exhibitor

The application for the Package is irrevocable by Exhibitor and Exhibitor has no rights to cancel this Contract. Save as expressly set out in these Conditions, no refunds will be given and the Fees shall remain due and payable in full.

12.Termination

12.1.Informa Yi Fan may terminate this Contract without liability immediately at any time by written notice to Exhibitor if Exhibitor: (i) has committed a material breach of any of its obligations under this Contract or any other agreement between any company within the Informa Yi Fan Group and Exhibitor and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Exhibition); or (ii) goes into liquidation, is declared insolvent, ceases to cary on business or suffers any analogous event in any jurisdiction. Without prejudice to any other right or remedy it may have, in the event that Informa Yi Fan terminates this Contract pursuant to this Condition 12.1, Informa Yi Fan shall not be required to refund any Fees received from Exhibitor and Informa Yi Fan shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable.

12.2.Informa Yi Fan may terminate this Contract without liability immediately at any time by written notice to Exhibitor if Informa Yi Fan: (i) determines in its absolute discretion that the provision of the Package to Exhibitor is not (a) in the best interests of the Exhibition, and/or (b) in Informa Yi Fan's legitimate commercial interests, and/or (ii) is required by any applicable law or instructed by any financial institution to cease trading (a) with certain individuals and/or entities, and/or (b) in certain geographical locations. In the event that Informa Yi Fan terminates this Contract pursuant to this

Condition 12.2, any proportion of the Fees already paid will be refunded and Exhibitor will be released from paying any further proportion of the Fees. Exhibitor acknowledges that the refund of Fees paid is Exhibitor's sole remedy in the event of termination by Informa Yi Fan under this Condition 12.2 and all other liability of Informa Yi Fan is hereby expressly excluded.

12.3.Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Informa Yi Fan reserves the right without liability to close Exhibitor's exhibition stand, remove Exhibitor's employees and other representatives from the Exhibition, cover over any Materials, remove and despatch any exhibits or other property of Exhibitor to Exhibitor's address (at Exhibitor's risk and expense). Informa Yi Fan shall be free to re-sell any aspects of the Package as it shall think fit.

12.4. Conditions 6.4, 8, 10, 11, 12, 13 and 14 shall survive termination of this Contract.

13.Liability and indemnity

13.1.Informa Yi Fan does not make any warranty as to the Exhibition or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any other exhibitor, sponsor or Exhibition attendee; or (ii) the benefit or outcome (commercial or otherwise) that Exhibitor may achieve as a result of participating in the Exhibition. Except as set out in these Conditions, to the fullest extent permitted by law, Informa Yi Fan excludes all conditions, terms, representations and warranties relating to the Exhibition and the Package that are not expressly stated herein.

13.2.Informa Yi Fan shall not be liable to Exhibitor for any loss or damage suffered or incurred by Exhibitor in connection with the provision of any goods or services supplied by third parties in relation to the Exhibition and/or the Package, including, without limitation, the provision of utilities, freight shipment, transportation/delivery of materials and services supplied by third party contractors or the Owners. Exhibitor acknowledges that services provided to Exhibitor by Informa Yi Fan's official or recommended contractors are the subject of a separate agreement between Exhibitor and the relevant contractor(s).

13.3. Subject to Condition 13.5: (i) Informa Yi Fan shall not be liable to Exhibitor for any (a) indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of goodwill or any other type of economic loss, or (b) loss (or theft) of or damage to the person, property and effects of Exhibitor, its employees or other representatives, and (ii) Informa Yi Fan's maximum aggregate liability to Exhibitor under this Contract or otherwise in connection with the Exhibition and/or the Package shall be limited to the total amount of the Fees paid by Exhibitor.

13.4.Exhibitor shall indemnify Informa Yi Fan against: (i) any loss of or damage to any property or injury to or death of any person caused by any act or omission of Exhibitor, its employees, other representatives or sub-contractors, and (ii) any loss, damage or expense suffered or incurred by Informa Yi Fan as a result of a third party claim that either (a) the display of any exhibits by Exhibitor at the Exhibition, or (b) Informa Yi Fan's receipt or use of the Materials, constitutes an infringement of the Intellectual Property Rights of any third party.

13.5.Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by the applicable law.

14.General

14.1.Informa Yi Fan reserves the right to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.

14.2.From time to time, Informa Yi Fan, the Owner and their respective employees, other representatives or sub-contractors may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (Works). Informa Yi Fan (and its employees, other representatives and sub-contractors) shall not be liable for any damage, loss or inconvenience suffered or incurred by Exhibitor, its employees or other representatives by reason of any matter relating to the Works.

14.3.Without prejudice to Condition 10.3.2, Informa Yi Fan shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. For the avoidance of doubt, nothing in this Condition 14.3 shall excuse Exhibitor from the payment of the Fees under this Contract.

14.4.Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.

14.5.If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.

14.6.Each party acknowledges that this Contract constitutes the entire agreement between the parties in relation to the Exhibition and that it does not rely upon any statement, representation, assurance or warranty that is not set out in this Contract. No variation of this Contract shall be effective unless it is made in writing and signed by both parties.

14.7.Exhibitor may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Informa Yi Fan. A person who is not a party to this Contract shall not have any rights under or in connection with it. Informa Yi Fan shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of Exhibitor shall not be required. Informa Yi Fan shall be entitled to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third party contractor assisting Informa Yi Fan with the staging of the Exhibition and the consent of Exhibitor shall not be required.

14.8.No failure by either party in exercising any right, power or remedy shall operate as a waiver of

14.9.If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 14.9 shall not affect the validity and enforceability of the rest of this Contract.

14.10. This Contract shall be governed by the laws of the PRC. Any dispute arising out of or in connection with this Contract shall be shall be submitted to the jurisdiction of the PRC courts.