



APPLICATION / CONTRACT FOR TECHNOLOGY START-UPS

SEMICON Southeast Asia 2019
7 - 9 May 2019
Malaysia International Trade &
Exhibition Centre [MITEC]
Kuala Lumpur, Malaysia

Managed by:
SEMI Southeast Asia Pte Ltd
Level 6 Lobby A, Pico Creative Centre
20 Kallang Avenue
Singapore 339411
Tel: +65.6339 6361, Fax: +65.6339 6637
E-Mail : semiconsea@semi.org



1. EXHIBITOR INFORMATION

All show-related material will be sent to the address and contact listed below. List street address only - **NO POST OFFICE BOXES PLEASE**

Company Name: _____ Membership Number: _____

Address: _____ City/State/Postal: _____

Country: _____ Tel: _____ Fax: _____

PRIMARY CONTACT (DECISION MAKER OR AUTHORISED SIGNATORY)

Salutation: _____ Contact Person: _____ Title: _____

Email: _____ Tel: _____ Company Website: _____

SECONDARY CONTACT (PRE & ONSITE MARKETING OR LOGISTICS ARRANGEMENT)

Salutation: _____ Contact Person: _____ Title: _____

Email: _____ Tel: _____ Company Website: _____

***Above contact information will be used for correspondences between SEMI and your organization. Please attach any additional information if necessary.**

2. KIOSK PREFERENCE

_____ Total number of **DECORATED** kiosk requested
Includes: Display cubes with lockable cabinet, two chairs, brochure rack, waste basket, carpet, power point, name fascia.

3. KIOSK COST

SEMI provides the following price for SEMICON Southeast Asia 2019. (Note: Prices are in Singapore Dollars)

Kiosk Type	Kiosk Cost
Tech Start-up Kiosk [@ World of IoT]	S\$200 per kiosk

**Sales taxes/VAT/GST may be applied if applicable.

4. PAYMENT

This Application is a binding contract and acts as your official invoice for the required **100% non-refundable deposit**. No space will be confirmed without the appropriate deposit. SEMI accepts payment by Credit Card only.

_____ (Number of Kiosks) x _____ \$SGD (Cost of each 6 sqm Kiosk)

Kiosk Cost SGD _____

+ Prevailing Tax (if applicable) SGD _____

Total Kiosk Fee SGD _____

For SEMI Use Only:

Payment Terms: 100% non-refundable is due immediately upon signing of application form. The kiosk will not be assigned until the appropriate payment and the completed application form are received.

APPLICATIONS FROM COMPANIES WITH DELINQUENT BALANCE DUE TO SEMI WILL NOT BE PROCESSED WITHOUT PAYMENT OF THE OUTSTANDING BALANCE. SEMI RESERVES THE RIGHT TO RELEASE THE SPACE FOR RE-ASSIGNMENT.

5. SIGN AND RETURN (Please keep a copy for your records.)

We hereby apply for exhibit space at the above named SEMICON Southeast Asia 2019 exhibition. I/We agree to abide by show rules and regulations as defined in the Exhibitor Services Manual, memos issued prior to the show, and terms printed on Stipulations/Terms & Conditions, pages two and three of this application. By signing below we also consent to the use of personal data provided to SEMI in the manner as stipulated in Data Protection section of the Stipulations/Terms & Conditions. **(PLEASE SEE AND READ STIPULATIONS/TERMS AND CONDITIONS OF THIS CONTRACT.)**

Signature _____ **Date** _____

(This person must be authorized to sign on behalf of the exhibiting company)

PAYMENT BY CREDIT CARD (We accept VISA, Mastercard Only)

CC Type: VISA / Mastercard Credit Card No.: _____

CC Holder Name: _____ CCV #: _____ Amount: _____

Expiry Date/Mth: _____ Signature: _____

SEMICON® Southeast Asia 2019

STIPULATIONS/TERMS & CONDITIONS

CONTRACT

This contract includes the Application/Contract for Exhibit Space, the Payment Information Form, the Special Request Form, the Kiosk Location Preferences, the Exhibit Space Application Guidelines, the Exhibitor Services Manual, and these Stipulations/Terms & Conditions (Contract). In the event of any conflict among any of these documents, this Stipulation/Terms and Conditions will prevail over all other documents. All documents, including the Exhibitor Service Manual, can be found online at www.semiconsea.org. This contract is entered into between an exhibiting company ("Exhibitor") and SEMI Southeast Asia Pte Ltd., which is based in Singapore.

KIOSK SPACE ASSIGNMENT AND PAYMENT

Kiosk space assignment is based on a regional point system. Only SEMI Members can build and use points. Should the requested space be previously assigned or the floor layout change, SEMI will make reasonable efforts to provide suitable alternate space based on when application and payment were received. An exhibiting company's ultimate placement by SEMI shall be considered final, provided that SEMI reserves the rights to relocate an exhibiting company at any time, at its sole discretion, for the overall good of the show. SEMI is not obligated to reimburse the exhibiting company for any costs arising from such relocation.

PAYMENT TERMS

100% (non-refundable) deposit must be submitted along with the Exhibit Space Application Form. If an exhibiting company does not comply with these Payment Terms, SEMI reserves the right to release such exhibiting company's space for re-assignment and shall be entitled to retain the 20% non-refundable deposit.

GENERAL RULES, TERMS AND CONDITIONS

1. Each exhibiting company agrees that the rules and regulations of SEMI are made a part of this contract and agrees to be bound by them. Each exhibiting company further agrees that SEMI has the full power to interpret and enforce all rules and regulations in the best interest of the SEMICON show.
2. The signatory to the Application for exhibit space or his designee shall be an official representative of the exhibiting company and shall have the authority to certify representatives and act on behalf of the exhibiting company in all negotiations.
3. Applications from companies with delinquent balances due to SEMI will not be processed. This includes, but is not limited to, unpaid liquidated damages from prior expositions.
4. SEMI Membership must be active at all times to receive member pricing; otherwise, SEMI will invoice for the non-member rate.
5. SEMI reserves the right to change the venue and date of the Exhibition under certain circumstances. In the event of a change of venue and/or date, or cancellation of the Exhibition, except as provided under the heading "Cancellation/Change of Exhibit," the exhibiting companies shall not be entitled to any claim for damages arising from such change or cancellation.

QUALIFICATIONS OF EXHIBITING COMPANY

Exhibiting companies must be manufacturers or independent representatives of manufacturers that produce equipment or materials for use by the semiconductor, flat panel display and electronic design automation industries, or that are used in relevant ancillary work (such as trade magazines or books, software houses, etc.). SEMI reserves the right to determine the eligibility of any product for display.

USE OF SPACE

An exhibiting company may not assign, sublet or re-sell, in whole or in part, their contracted space. An exhibiting company may share its contracted space with its affiliate for co-exhibiting, provided that: (i) such co-exhibitors shall comply with all conditions and rules and regulations applicable to the exhibiting company that is party to this contract (a "primary exhibiting company"); (ii) the primary exhibiting company shall continue to be primarily liable for all its obligations under this contract; (iii) the PRIMARY exhibiting company MUST have the prominent identification in its entire contracted kiosk space; (iv) the contracted space MUST appear as one unified kiosk and; (v) all kiosks MUST be staffed at all times during exhibit hours.

LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SEMI BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, NOR SHALL IT BE RESPONSIBLE OR LIABLE FOR ECONOMIC LOSSES, INCLUDING, WITHOUT LIMITATION, GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER CONTRACT THEORY, OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Notwithstanding anything to the contrary in this Contract, the maximum aggregate liability of SEMI to any Exhibitor, affiliated Co-Exhibitors or any of their employees, officers, directors, representatives or subcontractors related to, or in connection with this Contract or the event, will be limited to the total amount of fees paid by the exhibitor to SEMI hereunder in connection with the Event.

To the fullest extent permissible under applicable law, SEMI will not be liable for damages to property or injuries to any persons from any cause whatsoever by reason of occupancy of exhibit space by Exhibitor, affiliated co-exhibitors, or any of their employees, subcontractors, agents or representatives. Further, each exhibiting company hereby agrees to indemnify, and holds harmless, SEMI and each of its officers, directors, employees, subcontractors, representatives and agents from all liabilities, losses, damages, costs, fees (including without limitation court costs and reasonable attorney's fees) and expenses that might result from any cause whatsoever with respect to breach of this Contract; the acts, omissions or representations of Exhibitor and/or Co-Exhibitors; and/or the Exhibitor's exhibit including, without limitation, theft or other loss from exhibit kiosk.

The exhibiting company agrees to pay promptly for any and all damage to the exhibition building or its equipment, incurred through carelessness or otherwise, caused by the Exhibitor, affiliated Co-Exhibitors, or their employees, subcontractors, agents, or representatives.

SEMI will provide general security, but SEMI shall in no event be liable for any loss or damages whatsoever due to any lack or failure of such security. Exhibitor assumes full responsibility for any loss of equipment and/or display material, resulting from theft or any other cause whatsoever.

TRADEMARKS

Exhibitor agrees that any content or materials that include any SEMI trademark must be approved in writing by SEMI prior to publication. If approved, such use shall be in accordance with applicable trademark law and SEMI's trademark guidelines as revised from time to time. Exhibitor agrees that any such use shall inure solely to the benefit of SEMI, and that Exhibitor shall not obtain any right in the SEMI trademarks beyond the rights expressly granted by SEMI. Exhibitor further agrees not to register any SEMI's trademark or confusingly similar trademarks with any governmental authority, and not to challenge the rights of SEMI in any SEMI trademark. Exhibitor agrees to modify or remove any content or material published by Exhibitor in connection with this provision upon SEMI's request.

Exhibitor hereby grants to SEMI a non-exclusive, limited license to use Exhibitor's trademarks and logo's from the date of acceptance by SEMI of Exhibitor's application and until including the period of the Event solely in connection with SEMI's promotion the Event and Exhibitor's participation in the Event, including without limitation on the SEMI website and in publications, advertising, and brochures. Exhibitor must supply samples of such trademark and logo and agrees to indemnify, and holds harmless, SEMI and each of its officers, directors, employees, subcontractors, representatives and agents from all liabilities, losses, damages, costs, fees (including without limitation attorney's fees) and expenses that might result from use of such logos and trademarks.

CANCELLATION / CHANGE OF EXHIBIT

If SEMI should be unable to hold the exhibition for any cause beyond its reasonable control, or if it cannot permit the exhibiting company to occupy its space due to causes beyond SEMI's reasonable control, SEMI has the right to cancel the exhibit with no further liability than a refund of the stand space rental less a proportionate share of the exhibition expenses incurred by SEMI. SEMI shall in no event be liable for incidental or consequential damages to exhibiting company arising from or relating to such cancellation. Should exhibiting company's display and/or material fail to arrive, exhibiting company is nevertheless responsible for the rental of its exhibit space.

COMPLIANCE WITH RULES

Each exhibiting company assumes all responsibility for compliance with pertinent ordinances, regulations, and codes of duly authorized local, state, federal and international government bodies concerning fire, safety, and health, together with the rules and regulations contained in the Exhibitor Services Manual. All aisles and service areas must be kept clear with boundaries set by the Fire Department and SEMI.

INSURANCE

Exhibitor, at its sole cost and expense, will insure its, and its co-exhibitors' (if any), activities and equipment used in connection with the Event and will obtain, keep in force, and maintain a valid commercial and civil insurance policy (contractual liability included) and errors and omissions in each case in an amount equivalent to US\$1,000,000. If the above insurance is written on a claims-made form, it will continue for two (2) years following the Event. Such coverage and limits will not in any way limit the liability of Exhibitor.

Upon request, Exhibitor will furnish SEMI with certificates of insurance evidencing compliance with all requirements, and Exhibitor will promptly notify SEMI of any material modification of the insurance policies. Such certificates will provide for thirty (30) days' advance written notice to SEMI of any cancellation of insurance policies; indicate that SEMI has been endorsed as an additional insured under such coverage; and include a provision that the coverage will be primary and will not participate with, nor will be excess over, any valid and collectable insurance or program of self-insurance maintained by SEMI. In addition to the requirements set forth above, Exhibitor agrees to comply with any additional or greater insurance coverage obligations set forth in the Exhibitor Services Manual applicable to co-exhibitor or any of their agents, contractors, employees, or representatives.

CANCELLATION OR REDUCTION OF EXHIBIT SPACE BY EXHIBITING COMPANY

1. In the event of cancellation (partial or full) a written notice must be received by SEMI.
2. If cancelled on or before **February 08, 2019**, a cancellation fee of 20% of the canceled space will be assessed by SEMI.
3. If cancelled after **February 08, 2019**, a cancellation fee of 100% of the canceled space will be assessed by SEMI.
4. SEMI will issue the final invoice reflecting all fees imposed on your account per the terms and conditions of this contract.

Cancellation fee assessments are not transferable and may not be used for any other payments due.

Reduction of exhibit space may result in kiosk relocation. SEMI reserves the right to reassign cancelled kiosk space, regardless of the liquidated damage assessment. Subsequent reassignment of cancelled space does not relieve the canceling exhibiting company of the obligation to pay the assessment.

SEMI must receive written notification of any cancellation. All kiosks must be set and show ready by 17.00 hr. (5:00 pm) on the day prior to the opening of the event. Failure to do so will be considered a cancellation, unless SEMI has been notified and has approved in advance otherwise.

DATA PROTECTION

SEMI may collect and process personal company data, which may include personally identifiable data such as the contact person's email, address and contact number ("personal data") in order to perform its obligations pursuant to this Contract as well as to provide Exhibitors information about future events. SEMI will mainly collect the personal data directly from Exhibitors when Exhibitors complete the Application Form or through other approved SEMICON third party service providers. Provision of the personal data would be mandatory. Without such information SEMI may not be able to perform its obligations under this Contract, such as to contact the Exhibitor about the exhibit space.

Such data will generally not be transferred or shared with any other entity, though there may be disclosure or sharing of personal data for purposes of compliance with laws, regulations or directives by regulators or authorities. By submitting personal company data to SEMI and signing the application form, Exhibitors expressly consent, on behalf of their officers and employees, to the transfer and processing of that personal company data in the United States.

Exhibitors have the right to limit the processing of any personal data provided to access and correct any personal data provided as part of the company data by contacting SEMI using the contact details below. In case of any inquiries or complaints regarding the use of personal data provided to SEMI, Exhibitors may also contact SEMI using contact details below:

SEMI Show Management
Ms. Linda Tan
Snr Manager, Expos & Events
ltan@semi.org
+65 6391.95 19

GOVERNING LAW

This agreement shall be governed in accordance with the laws of the Republic of Singapore and each party submits to the non-exclusive jurisdiction of the Courts of Singapore.

GENERAL

The relationship between the parties is that of independent contractors. Exhibitor is not an employee, agent, partner or legal representative of SEMI and shall have no authority to assume or create obligations on behalf of SEMI or the Event. Exhibitor shall not assign to a third party its rights, or obligations, or any portion thereof without the prior written consent of SEMI, which consent SEMI may grant or withhold at its sole discretion. Any attempted assignment without such consent by SEMI shall be void and of no effect, and shall constitute a material breach by Exhibitor of its obligations hereunder.

This Contract is the only agreement between the parties pertaining to its subject matter, and supersedes any draft or prior agreement, discussion, or representation. This agreement may be amended or modified in a writing signed by each party. Aside from the parties hereto, no other person or entity is entitled to benefit from the rights and obligations hereunder and there are no third party beneficiaries hereto. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

None of the terms and conditions of this Contract can be waived except by the written consent of the Party waiving compliance. If any provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the parties shall negotiate in good faith a substitute, valid, and enforceable provision that most nearly reflects the parties' intent in entering into this Contract.

It is each exhibiting company's responsibility to read and comply with all rules and regulations as stated in the Exhibitor Services Manual. Each exhibiting company will be fully responsible for all costs involved should the exhibiting company violate rules and regulations that require remedial action by SEMI.