



USA SECURITY AND DEFENSE PAVILION

ORGANIZED BY THE ASSOCIATION OF THE UNITED STATES ARMY

SOFEX 2020



EXHIBITOR CONTRACT | 30 MARCH - 2 APRIL | KING ABDULLAH I AIRBASE | MICHAEL CERAMI | 703-907-2413 | MCERAMI@AUSA.ORG

1 EXHIBITOR CONTACT INFORMATION

(for show management correspondence)

Company Name: _____

Address: _____

City, State, Zip: _____

Website: _____

Contact: _____

Phone: _____

Mobile: _____

Email: _____

Complete Electronically. Do Not Hand Write Exhibitor Contact Information.

2 EXHIBIT SPACE RATES AND PREFERENCES

RAW \$800.00 per SQM
SHELL \$975.00 per SQM

See Table on Page 2 to determine Exhibit Booth Cost Totals (including Registration Fees and Corners, Co-exhibitor Fees, etc.) prior to Booth Selection. The numbered booths are hereby defined as specified on the floor plan. Refer to the exhibit hall floor plan <https://www.ausa.org/sofex2020> and record your first three choices below. Booth spaces will not be granted unless a signed Exhibitor Contract and payment is received. Please list your 3 booth selections.

First choice Second choice Third choice

Every effort will be made to accommodate your request during booth assignment. You may be contracted if you request interferes with other booth choices.

3 DISPLAY INFORMATION

Products Displayed: _____

Are you planning on bringing in a vehicle? YES NO

If yes:

How many vehicles will be displayed? _____

What is the weight and dimensions of our vehicle(s)? _____

Is the vehicle(s) self-propelled? _____

Will you require any specialized equipment for unload/reload? _____

*Note: please be aware that displaying a vehicle(s) indoors you will need to follow the Fire Marshal requirements towards fuel levels, battery contact connection, etc. This information will be provided in full detail in the Exhibitor Manual for this event once released.

FOR AUSA STAFF ONLY—DO NOT COMPLETE

Account #: _____ Order #: _____ Booth Assigned: _____

Total Cost: _____ ACCTG: _____ Booth Dimensions: _____ Booth SQM: _____

Signature, AUSA Staff: _____ Date: _____

4 PAYMENT

Return this contract at your earliest convenience. Exhibit space is assigned on a first-come, first-served basis. Once AUSA receives your contract, exhibit space will be assigned. You may be contacted if your booth preference interferes with another earlier request.

A minimum 10% non-refundable deposit is required and due with the Exhibitor Contract. All contracts without a payment will be considered incomplete and booth space will not be booked until a deposit has been received by AUSA.

Full Payment is due by 1 October 2019. For space booked after 1 October 2019, payment will be due NET 30 from the invoice date.

CHECK: Please make payable to AUSA.
Reference SOFEX 2020 in Notes and mail to address listed below:
AUSA, Attn: Accounting,
2425 Wilson Blvd, Arlington, VA 22201

CREDIT CARD/WIRE: Contact Michael Cerami for info.

5 BOOTH CANCELLATION/ DOWNSIZE PENALTIES

On/before Tuesday, 1 October 2019 - 10 %
(10% non-refundable deposit)

After Tuesday, 1 October 2019 - 100%

6 AUTHORIZATION

Exhibitors agree to abide by the Rules and Regulations for this event, a copy of which is enclosed in this document, made a part of this application and contract by reference, and fully incorporated herein. If this application and contract has not been received, properly signed, and accompanied by required payment as stated in the payment clause above, this application and contract may be declared null and void so that space may be reassigned. All applications must be signed in order to confirm booth reservations. Acceptance of this application by show management constitutes a contract.

Exhibitor's Authorized Signature Date

Exhibitor accepts the Terms and Conditions for this event, which are included in this document or can be found at: <https://www.ausa.org/sites/default/files/sofex2020exhibitor.pdf>

Indoor/Outdoor Exhibit Space and Fees – SOFEX 2020

1. Raw Space	\$800 per m ²	x _____ m ²	\$ _____
2. Shell Scheme Option Includes carpet, walls, three spotlights per 9 SQM, company ID sign and basic electrical outlet/connection	\$975 per m ²	x _____ m ²	\$ _____
3. Corner(s) (booths less than 48 SQM)	\$300 per corner	x _____	\$ _____
4. Outdoor Space (minimum of 36 SQM)	\$550 per m ²	x _____ m ²	\$ _____
5. Single or Double Chalet	\$17,000 or \$26,000	x _____	\$ _____
6. Co-Exhibitor Fee	\$950	x _____	\$ _____
7. Registration Fees*	\$125		\$ 125.00
8. Insurance Fees (waived if Proof of Insurance shown)	\$110	x _____	\$ _____
9. Grand Total	Add lines 1 - 8		\$ _____

CO-EXHIBITOR COMPANY:

Address: _____
 City: _____ State: _____ Zip: _____
 Main Contact: _____
 Email: _____ Phone: _____ Mobile: _____

CO-EXHIBITOR COMPANY:

Address: _____
 City: _____ State: _____ Zip: _____
 Main Contact: _____
 Email: _____ Phone: _____ Mobile: _____

PAYMENT INFORMATION:

- Checks can be made payable to AUSA, Attn. Accounting, 2425 Wilson Blvd., Arlington, VA 22201
- Credit Card – Please call Michael Cerami (703-907-2413) DO NOT EMAIL

AUSA accepts American Express, MasterCard and Visa

BELOW IS FOR AUSA STAFF ONLY—DO NOT COMPLETE

Cardholder Name: _____ Amount to be charged: _____
 Card Number: _____ Expiration date: _____
 CVV: _____ Billing Zip Code: _____
 Signature: _____ Date: _____

2020 SOFEX

EXHIBITOR TERMS AND CONDITIONS

1. TERMS OF REFERENCE The Terms and Conditions set out herein shall at all times be read and construed as an integral part of the Thirteenth Special Operations Forces Exhibition and Conference SOFEX 2020 Application for Exhibition Space, and shall govern the relationship between the Exhibitor and the SOFEX.

In these present Terms and Conditions:

- i. The term "Application for Exhibition space" shall mean the 13th Special Operations Forces Exhibition and Conference SOFEX 2020 Application for Exhibition Space.
- ii. The term "Exhibitor" shall mean the entity which is named in the Application for Exhibition space; including all its agents, officers, directors, shareholders, employees, and/or servants.
- iii. The term "Exhibition" shall mean the Special Operations Forces Exhibition and Conference (SOFEX). The conference to be held on March 30th, 2020 and the exhibition to be held at the King Abdullah I Airbase, Marka, Amman from the 31st of March until the 2nd of April (inclusive) 2020 or any other location or date pre-specified by SOFEX.
- iv. The term "Organiser" shall mean SOFEX and/or AUSA.

2. EFFECTIVE DATE The Application for Exhibition space shall come into full force and effect upon its execution by both parties ("Company" and AUSA). Exhibits will be limited to those companies or other entities offering materials, products or services of specific interest to the security and defense industries. The Organiser reserves the right to determine the eligibility for any product or service to be displayed. No exhibits or advertising can extend beyond the defined exhibit space (i.e. m² - square meters).

3. APPLICATION FOR PARTICIPATION The Exhibitor shall submit its application for participation in the Exhibition by completing and signing the prescribed Application for Exhibition space, which shall be submitted to the Organiser or their authorized representative(s) on or before the deadline specified therein. Applications will be dealt with by the Organiser in the order that they are received. The Organiser shall have the right to decide whether to accept or reject any application for participation in the Exhibition at its sole discretion. If the participation of a prospective Exhibitor is not accepted for any reason, the sole obligation of the Organiser shall be limited to refunding the Exhibitor with the amount(s) (if any) received from the Exhibitor for participation in the Exhibition and the Exhibitor shall not be allowed to make any other claim or demand or receive any other compensation from the Organiser whatsoever in connection with the foregoing.

4. LICENSE Once the Exhibitor's application has been accepted, the Exhibitor shall be deemed to have been granted a conditional, revocable and limited license to participate in the Exhibition. Nothing in this Application for Exhibition space shall be deemed, construed as or interpreted to be a relationship of landlord – tenant.

5. ALLOCATION OF EXHIBITION SPACE In the event that the application for participation is approved, the Organiser, though not bound by this Application for Exhibition space to do so, will attempt to the best of its ability, to meet the requirements of the Exhibitor in relation to matters regarding the allocation of space at the Exhibition. The Organiser shall allocate the space in accordance with the nature of exhibits or in any manner the Organiser may deem appropriate. The Organiser's determination on the allocation of exhibit space for the Exhibitor at the Exhibition shall be unconditionally binding upon the Exhibitor. No Exhibitor may refuse the Exhibition space, which is allotted to it, and may not for such reason cancel its participation in the Exhibition. The Organiser reserves the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth or space by the Exhibitor and, at the sole discretion of the Organiser, to alter the space or transfer or close entrances or exits to the Exhibition facility and to undertake such structural alteration to the Exhibition as the Organiser may deem fit and necessary. The Exhibitor shall have no right to cancel its participation in the Exhibition or to claim for compensation as a result of the allocation of Exhibition space or any changes in relation thereto. Should the Exhibitor withdraw from the Exhibition as a result of such allocation or changes then Article (25) below will apply. In the event that the Exhibitor does not utilize the complete Exhibition space allocated to it by the Organiser, the Exhibitor shall still at all times be responsible for paying the full Application for Exhibition space price for the Exhibition space actually allocated. In the event that no exhibit space is available for the Exhibitor, then the sole liability of the Organiser is to refund to the Exhibitor such amount of money that has been received by the Organiser from the Exhibitor (if any), and the Organiser shall have no other liability whatsoever. The Exhibitor hereby unconditionally relinquishes any and all rights under contract, law or otherwise to make any claim in connection with the aforementioned against the Organiser.

6. USE OF EXHIBITION SPACE The Exhibitor is entitled to exhibit only the products, materials or services expressly and clearly detailed by the Exhibitor and/or announced on the Application for Exhibition space. The Organiser reserves the express right to determine the eligibility of any material, product or service for display. Any article exhibited without prior authorisation may be taken away, immediately, at the expense and risk of the Exhibitor. No change of items may be effected during the opening times of the Exhibition. Save for the exhibition by the Exhibitor of the products, materials or services expressly consented to by the Organiser, the Exhibitor is not allowed to carry out any other, further, additional or supplementary activity in its exhibit space without first obtaining the Organiser's express and prior written consent. Except with the prior written consent of the Organiser, the Exhibitor shall not exhibit, offer for sale or as a premium, barter, or advertise articles and/or items, not manufactured or sold in its own name, except to the extent that such articles and/or items are required for the proper demonstration or operation of the Exhibitors Exhibit, in which case identification of such articles and/or items shall be limited to the regular identification which normally appears on them. The Exhibitor shall be confined to the Exhibition space allocated to it by the Organiser and shall abide by all instructions issued by the Organiser in relation to the use thereof. Items may not be exhibited outside the limits of the space allocated to the Exhibitor. The Exhibitor shall under no circumstances permit representatives of other companies in its Exhibit, for any reason other than to view such exhibits, without first obtaining the prior and express written consent of the Organiser. Exhibitors are not allowed to sublet or assign the stand(s) or stand space(s) allotted to them to other parties either wholly or in part for any reason whatsoever without the prior and express written consent of the Organiser. Where such consent is given, each Exhibitor on a given stand or space will be jointly and/or severally liable under the terms of this Application for Exhibition space, providing that the Organiser reserves its right to hold any/ and/or all participants liable thereof. Exhibitors will be allowed to share exhibit space only if all such respective Exhibitors have each completed the relevant section for sharing exhibit space in the Application for Exhibition space, identified the Exhibitors that they wish to share exhibit space with and further provided that the Organiser has provided its express and written consent to such sharing of exhibit space. Where such consent is given, each Exhibitor on a given stand or space will be jointly and severally liable under the terms of this Application for Exhibition space. The Exhibitor undertakes that under no circumstances whatsoever, will its exhibit interfere with any neighbouring exhibits. If the Organiser is of the view that such interference has occurred, is occurring or is likely to occur, the Organiser shall instruct the Exhibitor to remove, relocate or alter its exhibit and the Exhibitor shall immediately and strictly comply with such instruction of the Organiser, which shall be completely and unconditionally binding on the Exhibitor. Furthermore, the Exhibitor shall not, nor shall it allow any other party to block, interfere with, hinder access to, obstruct or cause any detriment whatsoever, to any other exhibition booth at the Exhibition. The Exhibitor

undertakes to keep aisles, passageways, exits, stairwells and other common areas at the Exhibition devoid of any booth, signs, decorations, banners, obstacles or other item or material which may obstruct, congest, block or otherwise interfere with the aisles, passageways, exits, stairwells and common areas of the Exhibition facility. The Exhibitor may only decorate its exhibit in the manner approved by the Organiser. The Exhibitor shall not paint or otherwise alter the floors, ceilings, pillars or walls without the prior consent of the Organiser. To that effect, the Exhibitor expressly undertakes to leave the Exhibition facility and property in the same manner as when the Exhibitor received thereof. The Exhibitor expressly undertakes that it shall make all necessary arrangements to ensure that its exhibit is kept presentable, clean and free from accumulated waste during the entire term of the Exhibition, for the benefit of the Exhibition, attendees, visitors and other exhibitors. All waste material of whatever nature the Exhibitor wishes to dispose of must be disposed of in only the areas designated by the Organiser. The Exhibitor may not store any equipment, materials, tools, products or any other articles behind its exhibit space, booth or stand during the Exhibition. The Organiser's decision with regards to the permissibility of any proposed or actual use of the Exhibition space by the Exhibitor shall be final and binding on the Exhibitor. Failure to observe these Terms and Conditions may result in the Organiser taking the steps it considers necessary against offenders, without assuming any responsibility whatsoever for the consequences arising from such violations of regulations and the Exhibitor shall not have the right to initiate litigation for damages for any such decision of the Organiser. The Exhibitor shall bear all losses and costs with respect to all damages to the Organiser, other exhibitors, the Exhibition facility or associate facilities, booth equipment or the property of others caused directly or causatively by the Exhibitor and shall make all necessary payments in relation thereto immediately upon notification by the Organiser to that effect. Should the Exhibitor fail to make such payments upon demand by the Organiser, the Organiser shall have the right, at its sole discretion and option, to take possession of all or any portion of the deposit referred to in Article (24) that the Exhibitor has paid to the Organiser in order to cover for any and all such losses and claims, the Exhibitor hereby expressly declares, understands and accepts that the Organiser's estimation of the amount of the damage shall be final and binding upon the Exhibitor and to that effect, hereby relinquishes to the Organiser the exclusive, and irrevocable right to take possession of and/or confiscate, all or any part of the Exhibitors deposit that the Organiser shall see fit. Notwithstanding the aforementioned, exercise of such exclusive right by the Organiser shall not preclude, limit or restrict any further rights, modes of redress or remedies that the Organiser shall have against the Exhibitor at application for Exhibition space or at law.

7. EXHIBITED ITEMS The Exhibitor hereby expressly declares that it has all necessary rights, consents and authorisations to exhibit all items that are being displayed by the Exhibitor throughout the Exhibition. The Exhibitor further expressly declares that display by the Exhibitor of any and all such items shall not infringe, contravene or violate any third party rights whatsoever. The Exhibitor further warrants that this Article (7) shall constitute sufficient and necessary declaration required by the Organiser to ensure that all items being displayed by the Exhibitor do not infringe or violate any third party rights whatsoever. To that effect, the Exhibitor expressly and unconditionally declares and warrants that the Organiser shall bear no responsibility or liability for any third party claims arising or related to breaches of third party rights regarding the items being displayed by the Exhibitor at the Exhibition and to that effect the Exhibitor expressly declares that it shall defend, indemnify and hold the Organiser free and harmless from and against any and all losses, damages, expense, reasonable attorney fees or otherwise arising out of, related to or in connection with any and all such third party claims.

8. NO SALE Strictly no sale of any item, article or matter whatsoever on display during the Exhibition is permitted throughout the term of the Exhibition, unless the Exhibitor first obtains the Organiser's prior and express written consent to the sale of any and all such items. Providing that the Exhibitor shall be responsible for payment of all governmental fees and expenses which may arise thereof. In addition, Exhibitor shall be solely responsible to collect payments from vendees.

9. EMPLOYMENT SOLICITATION Exhibits for the purpose of soliciting or recruiting employees, personnel or otherwise or any other form of employee recruiting activity are strictly and utterly prohibited.

10. STAND MANNING The Exhibitor must man the stand or space with competent personnel during the hours through which the Exhibition is open. The Exhibitor and the Exhibitor's personnel should be present at their stands or spaces at all times during the opening hours of the Exhibition. The Exhibitor's stand or space may not be closed for any reason before the appointed time of closing of the Exhibition. The Organiser hereby reserves the express right to determine whether the character and/or attire of the Exhibitor's personnel or employees at its exhibit stand is adequate and meets the standards of the Exhibition.

11. ADVERTISING MATERIALS Distribution of advertising or promotional material and solicitation of whatever nature by the Exhibitor shall be subject to the approval of the Organiser and shall be restricted and confined to the Exhibitor's booth space. The Organiser reserves the right to restrict, remove or have the Exhibitor remove, any and all exhibits, leaflets, banners, advertisements or products distributed or displayed by the Exhibitor, which the Organiser, in its sole discretion believes to be objectionable, inappropriate or otherwise unacceptable.

12. SOUND LEVELS Mechanical, Electrical and Audio-Visual devices which produce sound must be operated so as not to cause disturbance to other Exhibitors or visitors of the Exhibition. The Organiser reserves the right to determine the acceptable sound level in all such instances and to require the removal of any such devices.

13. STAND CONSTRUCTION AND DECORATION The Exhibitor hereby understands, accepts and undertakes that its exhibit dimensions shall at all times during the Exhibition be in accordance with the relevant guidelines and instructions issued by the Organiser from time to time and which are further contained in the Exhibitor Manual, which the Exhibitor has received a copy of. The Exhibitor, if applying for a "space only" stand, expressly undertakes to obtain written approval from the Organiser with regards to its exhibit by submitting detailed scaled plans in duplicate no less than two months before the date of the Exhibition. Any and all expenses incurred in relation to the construction and decoration of the Exhibitor's stand(s) shall be borne solely by the Exhibitor. This may include Height/Double Decker fees assessed by the Organiser.

14. STAND FITTING SERVICE The stand fitting contractor appointed by the Exhibitor and named in the Exhibitor Manual shall provide stand fitting services to the Exhibitors. For security purposes, the Exhibitor shall be allowed to appoint any other stand fitting contractor to provide it with stand fitting services, provided that it obtains the Organiser's express and written prior consent. The Exhibitor shall solely bear the costs of any and all such stand fitting works.

15. ELECTRICAL SUPPLY AND WORKS Electrical supplies are available as provided for in the Exhibitor Manual. Where the Exhibitor requires any electrical works in relation to its exhibit, such works shall only be carried out by the official Electrical Works Contractor appointed by the Organiser and specified in the Exhibitor Manual. The Exhibitor shall solely bear the costs of any and all such stand fitting works.

whether implicit or explicit, the Organiser may terminate the Application for Exhibition space (without any liability on behalf of the Organiser towards the Exhibitor for any claims, damages or losses of whatever nature and without prejudice to any right or remedy that the Organiser may have in contract and/or in law) and the Exhibitor shall assume sole, full and complete responsibility and liability and shall further defend, indemnify and hold harmless the Organiser against any and all costs, claims, demands, damages, losses, liabilities, charges, reasonable attorney fees, charges and expenses.

28. LIMITATION OF LIABILITY The Organiser disclaims any responsibility for any and all risks taken by the Exhibitor upon the Exhibitor's attendance of the Exhibition. The Organiser, will under no circumstances whatsoever, be held liable for any lost profits, incidental, special, direct, indirect, causative, consequential or punitive damages of whatever nature and for any of their acts or omissions regarding holding the Exhibition. The persons and contractors appointed by the Organiser to undertake any tasks including but not limited to the Official Contractors are independent contractors and not agents of the Organiser. However, without prejudice to the aforementioned, and in all cases, in no way whatsoever, shall the Organiser's maximum liability exceed the actual amount paid by the Exhibitor to the Organiser for exhibit space use limited license pursuant to this Application for Exhibition space. The Organiser makes no representation either expressed or implied, regarding the number of persons attending the Exhibition, security at the Exhibition, risks or any other matter with regards to the Exhibition.

29. INDEMNIFICATION The Exhibitor expressly undertakes to defend, indemnify and hold Organiser and Exhibition facility owners harmless from any and all claims, demands, suits, liabilities, damages, costs, reasonable attorney fees, and other expenses, which arise as a result of or in connection with (a) the Exhibitor's participation or presence at the Exhibition, including any and all acts or omissions of the Exhibitor at the Exhibition or with regards to the Exhibition (b) any breach by the Exhibitor of these Terms and Conditions, (c) any violation, infringement or failure to comply with any Law, Regulation, Instruction, or other rule and regulation by the Exhibitor, (d) any harm or injury that may occur to the Exhibitor, (e) loss or damage to the property, equipment, materials, stand or exhibit of the Exhibitor, regardless of whether caused by negligence, intentional or unintentional act or omission, or otherwise, (f) any loss or injury arising to any person (including to other exhibitors, members of the delegations, visitors, attendees, public, Organiser's staff and personnel, agents and contractors) howsoever caused as a result of any act, omission or default of the Exhibitor, his servants, agents, contractors, staff, personnel or invitees.

30. SUPPLEMENTARY INSTRUCTIONS AND REGULATIONS The Organiser shall have the right, at its sole discretion and in all circumstance to issue supplementary instructions and regulations, in addition to the present Terms and Conditions, to ensure the smooth management and progression of the Exhibition. Such instructions and regulations shall be considered to be an integral part of the Terms and Conditions of the Application for Exhibition space provided that such supplementary instructions and regulations are announced and publicised by the Organiser.

31. FORCE MAJEURE The Organiser shall not be responsible for the loss or damage to any property of the Exhibitor or any other person caused by theft, fire, defect in the Exhibition facility, storm, tempest, war, labor dispute, lockout, explosions, Acts of God, epidemic, earthquake, explosion, accident, blockade, embargo, orders of civil defence or armed forces, riot, civil disturbance, local state or other law, ordinance, rule, order, decree or regulation regardless of whether legislative or executive and regardless of whether constitutional or unconstitutional or other general causes of FORCE MAJEURE, not within the Organiser's control or for any loss or damage sustained in the event that the opening or holding of the Exhibition is prevented, postponed or abandoned or if the Exhibition facility becomes totally or partially unviable for the holding of the Exhibition due to any of the foregoing causes, or if the construction, erection or completion, alteration or dismantling of the stands or exhibit booths is not possible, or if the entry, setting or removal of the exhibits is prevented, or for failure to provide any service amenities provided by the Exhibition facility owner, the Exhibitor shall hold the Organiser safe and harmless from all loss and damage and in no event shall the Exhibitor have any claim of damages compensation of any kind against the Organiser; and if it is impossible to hold the Exhibition as scheduled due to any reason, the Organiser shall refund such amount of monies that the Organiser has received from the Exhibitor, after deducting the expenses deemed reasonable by the Organiser. In such cases, the Organiser shall provide the Exhibitor with a statement detailing the expenses so deducted and the reasons for such deductions.

32. NOTICES All notices to be given by any of the parties hereto to the other pursuant to the provisions of this Application for Exhibition space shall be in writing and shall be sent by registered post and/or hand delivery or by facsimile or e-mail to the respective addresses of the parties specified on the participation Application for Exhibition space, provided that evidence of receipt effect is secured. The parties agree that all notices required to be forwarded in accordance with this Application for Exhibition space are acceptable if in compliance with this Article (32) and hereby expressly waive the legal requirement of exchanging notarial notices and to follow diplomatic procedures should either of them reside outside the Hashemite Kingdom of Jordan.

33. GOVERNING LAW AND DISPUTE RESOLUTION

- i. This Application for Exhibition space and any of its provisions shall be governed and interpreted by the laws in force in the Hashemite Kingdom of Jordan.
- ii. The Exhibitor hereby willingly, unconditionally and irrevocably agrees, understands and accepts that any and all disputes, claims, or controversies arising out of or relating to this Application for Exhibition space or the breach of any provision thereof, shall be settled by the Courts of Central Amman – The Hashemite Kingdom of Jordan (Palace of Justice-Abdali), which shall have exclusive jurisdiction over it.

34. GENERAL CONDITIONS

- i. The Organisers shall have the right to cancel any Exhibitor's participation in the Exhibition if the said Exhibitor contravenes these Terms and Conditions, any part thereof, or the Application for Exhibition space in any way, and this without the Exhibitor having any claim to compensation or reimbursement for any or all financial commitments undertaken by the Exhibitor and still outstanding to the Organisers.
- ii. If any provision or any part of a provision of this Application for Exhibition space is declared by any judicial or other competent authority to be void, violable, illegal, or otherwise unenforceable the remaining provisions or the provision itself as the case may be, shall remain in full force and effect.

35. ASSIGNMENT OF SPACE Exhibit space will be allocated by Show Management. Show Management reserves the right to relocate stands when in the best interest of the show. The Exhibitor will be notified in writing of any such relocation. Full payment is due within 30 days of invoice.

36. PAYMENT FOR SPACE Payment for contracts received before 1 October require a 10% non-refundable due upon receipt of actual contract (10 days) and net due within 30 days of invoice by AUSA. If either the deposit or net is not received per the terms, space may be released back into inventory. A contract received on or after 1 October 2019 will require a 10% deposit with the actual contract and net is due immediately upon invoice by AUSA. Space allocation will not occur without the deposit. If the net is not received within ten days, the space may be released back into inventory.

37. CANCELLATION POLICY Cancellation of all or part of the exhibit space must be in writing to Show Management. Exhibitors cancelling on or before 1 October 2019 forfeit only the 10% deposit. Exhibitors cancelling after 1 October 2019 forfeit 100% of the total rental. If the exhibitor does not make full payment when due under the terms of this contract, Show Management may terminate this contract and the exhibitor shall be responsible for payment of all amounts which would have been due under the terms of this contract.

38. BREAKDOWN/EARLY DEPARTURE. Exhibitors in the USA Security and Defense Pavilion are required to leave their display in tact during the entire official show hours. Removing any part of the exhibit before the end of the show is strictly prohibited. If the exhibitor needs to leave the exhibition early for any reason, it is required that you notify AUSA in advance and plan to take down and ship your display after you leave, once the event concludes.

16. PROHIBITED EXHIBITS No alcoholic beverages, prohibited drugs, unlawful, prohibited or pornographic material may be used, sold or displayed by the Exhibitor at the Exhibition. Strictly no live military equipment, including but not limited to items such as munitions, aircraft armament, missiles, rockets, explosives, weapons systems, or any other such military equipment may be brought onto the Exhibition facility premises other than at the areas expressly consented to in writing for such purposes by the Organiser, for which separate instructions in that regard will be issued to the Exhibitor. The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approvals and licences required for the Exhibitor's exhibits and their participation in the Exhibition shall have been secured prior to the date of the Exhibition.

In order to comply with all international conventions and/or declarations and/or treaties and/or undertakings, regarding prohibited and/or banned and/or restricted conventional and/or toxic and/or biological and/or bacteriological and/or nuclear and/or chemical weapons and/or armaments and/or mines and/or booby-traps and/or devices and/or methods of warfare, which may be deemed excessively injurious and/or deemed to have indiscriminate effects and/or are deemed inhumane and/or are in violation of any such international treaties and/or conventions and/or declarations and/or undertakings, the Exhibitor shall not display, exhibit or present any item(s) and/or armament(s) and/or munition(s) and/or equipment(s) and/or apparatus, which is/are prohibited and/or banned and/or restricted and/or in direct contravention. With any and all such international conventions and/or declarations and/or treaties and/or undertakings, including without limitation the following equipment and services:

- i. Restraints designed for restraining human beings, to include, though not limited to:
 - a. Electric shock belts.
 - b. Gag chains.
 - c. Individual cuffs having an internal perimeter dimension when fully locked exceeding 165mm and shackles made therewith.
 - d. Leg-irons.
 - e. Shackles, with a minimum locked dimension exceeding 240mm overall (i.e. including cuffs and connecting chain).
- ii. Portable devices designed or modified for the purpose of riot control or self-protection by the administration of an electric shock including electric shock batons, electric shock shields, stun guns and electric shock dart guns and components therefore specially designed or modified for such a purpose.
- iii. Landmines

Companies which are promoting or exhibiting any items prohibited in accordance with this Article (16), either overtly or covertly, at any time during the Exhibition, will be deemed in breach of these Terms and Conditions and the Organiser shall have the right, at its sole discretion and option to eject or prohibit an Exhibitor, its exhibit or any part thereof and such decision of the Organiser shall be final. In such circumstances, the Exhibitor shall not be entitled to any refund or any other compensation whatsoever and shall remain liable for payment of the full Application for Exhibition space price to the Organiser, notwithstanding any further legal and/or contractual rights or remedies that the Organiser shall have against the Exhibitor for breach of any of the provisions of this Article (16).

17. PHOTOGRAPHY All direct and/or commercial photographic rights for the Exhibition are reserved for the Organiser. Photography during the Exhibition for direct and/or indirect commercial purposes shall only be carried out by the official photographers appointed by the Organiser at rates set out in the Exhibitor Manual. To that effect, no Exhibitor shall be allowed to take any photographs during the Exhibition for any direct or indirect commercial purpose whatsoever, unless the Exhibitor has first obtained the Organisers express and written consent. Moreover, the Exhibitor hereby expressly understands and accepts that the Exhibition is conducted on an air base, (which is used for - amongst other uses - military purposes) and is therefore on an area, which is restricted owing to its sensitive nature. To that effect, neither the Exhibitor, nor its staff, personnel, contractors, employees or agents shall be allowed to take any photographs of any site, item or matter within the site upon which the Exhibition is conducted, and that may be deemed sensitive by the Organiser or any branch of the Jordanian Armed Forces. The Exhibitor further understands and accepts that failure to adhere to this Article (17) may subject the Exhibitor to penalties, imprisonment and/or confiscation of any such photographs or photographic equipment.

18. RIGHT TO REJECT OR EJECT AND REVOCATION The Exhibitor hereby agrees, understands and accepts that its exhibits shall for the full duration of the Exhibition remain in strict compliance with these Terms and Conditions. To that effect the Organiser hereby reserves the express right to reject, eject or prohibit any exhibit in whole or in part or any Exhibitor or its representatives, agents, employees, personnel or staff, should the Exhibitor fail to comply with these Terms and Conditions. Should the Organiser reject, eject or prohibit an Exhibitor, its exhibit or any part thereof for failure to comply with any of these Terms and Conditions the Exhibitor shall not be entitled to any refund or any other compensation whatsoever, and shall remain liable for payment of the full Application for Exhibition space price, notwithstanding any further additional, supplementary or other right, remedies or redress that the Organiser may have against the Exhibitor at contract and/or at law.

19. MOVEMENT OF EXHIBITS

- i. The Exhibitor shall bear the responsibility and expenses for the transportation of exhibits to, from and within the Exhibition facility.
- ii. The Exhibitor shall make its own arrangements for storage and warehousing of its exhibits.
- iii. Without prior authorisation from the Organiser, no item and/or article of the Exhibitor may be removed from a stand or a stand space while the Exhibition is in progress.
- iv. The Exhibitor shall remove all exhibits from the Exhibition facility within the period stipulated by the Organiser and shall indemnify the Organiser against any loss by reason of delay or damage to the Exhibition facility.
- v. Should the Exhibitor fail to remove all of its exhibits from the Exhibition facility within the period specified by the Organiser, the Organiser shall be entitled to remove said exhibits at the risk, responsibility and sole cost of the Exhibitor. Notwithstanding the aforementioned, the Exhibitor understands and accepts that the Organiser shall incur costs and expenses should the Exhibitor fail to remove its exhibits from the Exhibition facility, and to that effect, the Exhibitor undertakes to pay the Organiser any and all storage fees and costs set by the Organiser from time to time. The Exhibitor expressly understands and accepts that the Organiser retains the right to set such storage fees and costs and shall not object to the aforementioned. Should the Exhibitor fail to effect payment of such storage fees and costs at the date set for such payment by the Organiser, the Organiser shall have the right to take possession of and/or confiscate, those exhibits, items, property, belongings or materials of the Exhibitor, which the Organiser in its sole discretion determines cover the storage costs due from the Exhibitor, until the Exhibitor effects full and complete due payment to the Organiser. Exercise of such right by the Organiser shall not prejudice, limit or restrict any further, additional or supplementary rights or remedies that the Organiser shall have against the Exhibitor in contract or at law.

20. LOSSES The Exhibitor shall at all times bear sole and complete responsibility ensuring the transport, handling, safekeeping and care of any and all property and exhibits. The Exhibitor hereby expressly understands and accepts that the Organiser cannot take responsibility for theft, damage to, or loss of the Exhibitor's property, or lost shipments, either coming in or going out of Jordan, nor for moving or handling costs. Damage to inadequately packed property is the Exhibitor's own responsibility. In all cases, should any exhibit(s) of the Exhibitor fail to arrive, be lost or stolen, the Exhibitor shall nevertheless be responsible for the full Contract price payable under this Application for Exhibition space. To that effect, the Organiser hereby expressly advises the Exhibitor to insure against any and all such risks.

21. ADMISSION The Exhibitor hereby understands and accepts that the Organiser may at its sole discretion deny, refuse or prohibit entry to any person to the Exhibition or any part thereof, in the interest of the safety, security, welfare, benefit, and well-being of the Exhibition, exhibitors, attendees, visitors, staff or personnel and the smooth progression of the Exhibition.

22. PAYMENT OF STAMP FEES The Exhibitor hereby undertakes that it shall pay any and all stamp duties, taxes, or charges including interest and penalties, payable on or in connection with this Application for Exhibition space. Exhibitor wishing to pay via acceptable credit cards, visa, mastercard, AMEX or any other way of EDI, a processing management fee of 4% may apply to each transaction.

23. CHANGES The Organiser reserves the right to modify the duration of the Exhibition or the opening and closing times thereof.

24. CANCELLATION OF EXHIBITION If, due to unavoidable circumstances, such as, without limitation, the premises on which the Exhibition is or is to be conducted becomes, in the sole discretion of the Organiser unfit for occupancy, or in the event that the Organiser is prevented from holding the Exhibition for a reason of Force Majeure (as defined in Article (31) below) or in the event that the Exhibition is unable to take place or is cancelled during its course for any reason whatsoever, the Organiser shall not be held responsible for any direct, indirect or consequential losses, damages, increased costs, delays, harm, loss to good will or reputation, and the Exhibitor shall not be entitled to any claim or compensation in connection with such cancellation. The Exhibitor shall, however, receive reimbursement of amounts paid by it to the Organiser unless the Exhibition is cancelled during its course in which case the reimbursement will be on a pro rata basis in accordance with the number of days of the Exhibition that have been cancelled.

25. HEALTH, SAFETY AND FIRE REGULATION The Exhibitor is unconditionally bound and shall abide by and observe all health, safety and fire and other Jordanian laws and regulations.

26. INSURANCE, LIABILITY AND RISKS

- i. The Exhibitor hereby understands and accepts that through its participation in and presence at the Exhibition the Exhibitor is solely responsible and liable for, and hereby expressly assumes any and all risks of loss, theft, damage, harm, injury, deterioration or damage to exhibit(s), person(s), equipment, decorations, stand, stock, possessions, property, (whether or not kept in a storage area), business, goodwill, regardless of the nature of the cause of such loss or damage. To that effect, the Exhibitor shall be solely responsible for maintaining, safekeeping, insuring and guarding any and all of its property, belongings or possessions during the Exhibition. Neither the Organiser nor the Exhibition facility owners shall be liable for; Exhibitor hereby releases all of them from, covenants not to initiate litigation against any of them, regarding any and all risks, losses, damages and liabilities described in this paragraph.
- ii. The Exhibitor hereby expressly assumes responsibility and liability for any and all accidents that may occur to staff (including the Organisers personnel and staff), technicians, employees or exhibitors on duty on the Exhibitor's stand or stands neighbouring the Exhibitor's stands together with any visitor on the Exhibitor's stand or neighbouring stands, due to the direct, indirect and/or causative negligent act or omission of the Exhibitor or his staff, contractors or personnel or the use by the Exhibitor or anyone else delegated by the Exhibitor of any machines, equipment, devices, appliances or apparatus.
- iii. Exhibitors shall insure, defend, indemnify and hold the Organisers and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of loss or injury arising to any persons howsoever caused while said persons are examining or passing the Exhibition stand(s) or stand space(s), or otherwise in the Exhibition facility during the tenancy of the Exhibition. The liability or risks of the employees, agents or exhibits shall be the responsibility of the Exhibitors.
- iv. Exhibitor shall obtain an all-risks insurance policy from an insurance company of good standing in its name to cover the stand equipment and the articles displayed by the Exhibitor or under the Exhibitors possession or control throughout the Exhibition, regardless of whether such articles and/or equipment are the Exhibitors property or not. The Exhibitor shall name the Organiser and the Exhibition facility owners as beneficiaries under the insurance policy.
- v. In addition, the Exhibitor shall obtain third party liability insurance from a local insurance company of good standing to cover any potential accidents suffered by third parties in the Exhibition premises or on the Exhibition premises grounds as well as to cover equipment, articles, goods and/or exhibits which are exhibited by them, regardless of whether or not said articles are their property. The Exhibitor undertakes to name the Organiser and the Exhibition facility owners as beneficiaries to such insurance policy.
- vi. The Exhibitor is responsible for effecting adequate insurance coverage for any expense incurred due to the abandonment or postponement of the Exhibition for any reason whatsoever. Exhibitors shall insure, indemnify and hold the Organisers and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of cancellation, postponement or partial opening of the Exhibition.
- vii. Should the Organiser deem necessary, the Exhibitor shall produce certified copies of the insurance policies obtained pursuant to this Article (29).
- viii. The period of liability of the Exhibitor shall be deemed to run inclusively from the time upon which the Exhibitor, or any of the Exhibitor's property, contractors, employees, agents, staff or personnel first enters the Jordanian territory and shall continue until all the Exhibitors exhibits, property, contractors, employees, agents, staff or personnel have exited and /or have all been completely removed (as the case might be) from the Exhibition facility premises and from the Jordanian territory.
- ix. All insurance policies specified above shall include the insurers express renunciation of any recourse or redress against the parties named below:
 - a. Special Operations Forces Exhibition Company
 - b. The Jordanian Armed Forces
 - c. The Municipality of Greater Amman
 - d. The Exhibition Facility owners
- x. Without any prejudice or limitation to the abovementioned, the Exhibitor hereby expressly declares that the Exhibitor shall bear sole and complete responsibility and liability for and against any and all damages, injuries or accidents - regardless of whether fiscal, moral, tangible or intangible - other than those already mentioned, or those that the Exhibitor may foresee, and any and all other damages that may result from participation by the Exhibitor in the Exhibition, whether directly, indirectly or causatively through the negligent act and/or omission of the Exhibitor, or whether directly, indirectly or causatively through the negligent act and/or omission of a third party under the direction and/or regulation and/or supervision and/or instruction of the Exhibitor, and which may affect the property or possessions of the Organiser or any other party, or which are under the control of the Organiser or any other party.

27. WARRANTIES The Exhibitor hereby expressly represents, undertakes and warrants to the Organiser that:

- i. The Exhibitor is entering into this Application for Exhibition space as principal.
- ii. None of the exhibits on display at the Exhibition, present at the Exhibition premises or otherwise visible to attendees of the Exhibition, including but not limited to decorations, presentations of the exhibit, products, exhibition booths, product labels, product or service demonstrations, items, articles, performances, displays, leaflets, flyers, brochures or otherwise, infringe or may in any manner infringe any intellectual property rights whatsoever of any party and hereby expressly under-stands, accepts and agrees that in the event of any direct or indirect breach, infringement or violation of the representations, undertakings or warranties contained herein, regardless of