

## Applications for Exhibiting

Eligibility to exhibit at the Emerson Global Users Exchange (Emerson Exchange) conference is based upon mutual approval of the user-driven Emerson Exchange Board of Directors and Emerson Process Management. All exhibitors must meet the following criterion:

- Vendors' products/services are complementary to offerings by Emerson Process Management
- The products and services of the vendor or its parent company do not compete with those of Emerson Process Management unless permission to exhibit is given in writing by the Emerson Exchange.

The Emerson Exchange reserves the right to decline and/or cancel any exhibitor's registration if, at any time before the conference, the exhibitor does not meet the above listed qualifications. In the event that a vendor's participation is cancelled due to these reasons, any paid-in registration fees will be promptly refunded. No other expenses incurred by the exhibitor will be refunded by the conference.

## Exhibit Space

Exhibit Space will be assigned to exhibitors on a first-come, first-served basis, with preference given to members of Emerson's Alliance program.

## Cancellation of Booth Space

Any Exhibitor who cancels the contract, fails to show at the Exhibit area, or withdraws from the Exhibit after submitting the online registration and acceptance by Emerson Exchange agrees to pay

the following cancellation charges to Emerson Exchange:

- If Exhibitor's written notice of cancellation is received by Emerson Exchange within five (5) business days of submitting the application, a full refund will be granted.
- If Exhibitor's written notice of cancellation is received by Emerson Exchange on or before March 16, 2012, a twenty percent (20%) refund of the fee due for the original exhibit space will be granted or refunded.
- If Exhibitor's written notice of cancellation is received by Emerson Exchange after March 16, 2012, no refund will be granted.
- All hotel room cancellations must be handled directly with hotel.

All notices of cancellation must be sent by email to Marleen Kuipers at [Marleen.Kuipers@emerson.com](mailto:Marleen.Kuipers@emerson.com) before the applicable deadline.

No notice is effective unless submitted to Emerson Exchange in a manner whereby proof of receipt by Emerson Exchange, such as certified mail with a return receipt, courier, or email by the deadline can be documented.

Failure to notify Emerson Exchange of cancellation and/or failure to pay exhibit fees may disqualify the Exhibitor from participation in future conferences.

Emerson Exchange may also assign or reassign the original exhibit space to another Exhibitor, eliminate the original exhibit space from the Exhibit, or allow it to remain vacant at Emerson Exchange's sole discretion without obligation to the Exhibitor.

## Subletting Booth Space

No Exhibitor shall assign, sublet or apportion the whole or any part of the space allotted. Exhibitor may not display equipment or materials from other than its own firm or joint Exhibitors' firm in said space, without the written consent of Emerson Exchange.

## Sponsorships

Sponsorships will not be accepted until full payment is received by Emerson Exchange. All promotional copy, communications and/or logos must be submitted to Emerson Exchange for prior approval. Acceptance of sponsorship will not occur until notification is made by Emerson Exchange. If sponsorship is not accepted, Emerson Exchange will promptly refund payment. Emerson Exchange reserves the right to modify sponsorship deliverables. Sponsorships are non-transferable, non-cancelable and non-refundable.

## Joint/Shared Sponsorships

Any joint or shared sponsorship will require a contract and shared sponsorship addendum signed by all participating companies. Based on the final agreed upon deliverables, an additional fee may be applied.

## Indemnity and Limitation on Liability

Exhibitor agrees to hold and save harmless Emerson Exchange; the owners, operators, and managers of the Exhibit facility; and the respective officers, agents and employees of each (collectively referred to as Exhibit Management)



from any and all claims of liability, damage, or expense resulting from any injury to or death of any person, including Exhibitor's employees, agents, and contractors, occurring within Exhibitor's Exhibit Space or resulting directly or indirectly from any actor omission of Exhibitor or any loss of, damage to, or theft of any property. An omission of Exhibitor includes any failure of Exhibitor to comply with any of the terms and conditions of this Contract; any of the Conference and Exhibit Rules and Regulations; any Rules and Regulations of the Exhibit Facility; and any local laws. Exhibitor agrees to indemnify each and every member of the Exhibit Management group for any and all costs and liabilities incurred in defense of any such claim, including all expenses, attorney's fees, and any judgments awarded or settlement amounts agreed to. It is agreed that Exhibit Management shall not be responsible for any loss, damage, or theft of any property of any persons, including the Exhibitor and its employees, agents, and contractors, while in transit to or from the Exhibit Facility, while in the Exhibit Facility or otherwise.

Except for cancellations and withdrawals as set forth above, the Exhibitor is responsible for total rent for exhibit space irrespective of the reason for such cancellation and withdrawal, including cancellation and withdrawal by the Exhibitor because of failure of Exhibit to arrive for any reason or cancellation by the Exhibit Management or the result of strikes, lock-outs, act of God, terrorism, inability to obtain labor or materials, government action of whatsoever nature, war, civil disturbance, fire, unavoidable casualty or other causes, whether similar or dissimilar, beyond the

control of Emerson Exchange. In the event of cancellation by Emerson Exchange as a result of the a foresaid causes, the Exhibitor expressly waives such liability and releases Emerson Exchange from all claims for damages and agrees Emerson Exchange shall have no obligation to Exhibitor. Exhibitor is a tenant of Exhibit space only and not an agent, employee, partner or joint licensee of or with Emerson Exchange. Exhibitor agrees that it is solely responsible for its costs of doing business and agrees to hold Emerson Exchange harmless from any obligations incurred by the Exhibitor as a result of the Exhibitor or with the Exhibit Facility, service contractors, or other persons or companies and to indemnify Emerson Exchange for any costs or liabilities incurred in defending any such claims against Emerson Exchange, including attorneys' fees, expenses, and any judgments awarded or settlement amounts agreed to.

### **Governing Documents and Laws**

Exhibitor expressly understands and agrees to be bound by the following:

- All terms and conditions contained in this Exhibit space contract;
- The Exhibit Code of Conduct, including any amendments which may be issued;
- The Conference Code of Conduct, including any amendments which may be issued;
- The master lease between Emerson Exchange and the Exhibit Facility;
- The rules and regulations outlined in the Exhibit Facility Guidelines;

Copies or pertinent extracts of the above documents can be obtained from Emerson Exchange or are available for inspection during the conference during normal business

hours. Such documents are made an integral part of this Contract by reference as if set forth in full in the Contract.

Applicant will provide copies of the Code of Conduct and other pertinent material to all personnel who will be attending the conference. Applicant is further charged with the knowledge of, and agrees to comply with, all local, laws, regulations, and codes pertaining to health and safety and promotions, marketing, and advertising, including activities constituting a lottery, applicable to Applicant's Exhibit. Compliance is Applicant's sole responsibility. This Contract will be interpreted and governed by German Law.

### **Exhibitor Event Conflicts**

Exhibitor will not schedule any receptions, hospitality suites, social functions, exhibits, product demonstrations, technical seminars, training sessions, or any other event or function for attendees (or potential attendees) inside or outside of the exhibit facility during the Conference and Exhibition hours.

### **Surrender of Space**

If not cancelled as provided in this contract, Exhibitor's license for the booth space expires at the earlier of deadline for move-out or actual vacation of the booth space. Exhibitor will surrender the space occupied by Exhibitor at the expiration of the license in the same condition as it was at the commencement of occupation. Exhibitor assumes sole and total responsibility for any damage to the Exhibit Hall due to construction, use, or dismantlement of Exhibitor's Exhibit and will reimburse Emerson Exchange for any charges assessed by Exhibit Hall caused by Exhibitor paid by Emerson



Exchange, including charges for failing to vacate the premises in a timely manner. Failure by Exhibitor to occupy exhibit space shall result in forfeiture of all monies paid. Upon due notice to Exhibitor of such cancellation, Emerson Exchange will have the right to take possession of the Exhibitor's space, remove all persons and properties of the Exhibitor, and hold the Exhibitor accountable for all risks and expenses incurred as a result of such re-entry and removal.

### Rules of Conduct/Violations

Emerson Exchange reserves the right to restrict or evict Exhibitors which become objectionable because of noise, behavior, operational methods, rules violations, or any other reason and may prohibit or evict any Exhibitor, which in Emerson Exchange's sole opinion, may detract from the general character of the Exhibit or Conference as a whole. In the event of such restriction or eviction, Emerson Exchange will not be liable for any refunds or expenses of the Exhibitor, or damage caused by Exhibitor.

If Emerson Exchange must engage an attorney to collect any amounts due under this Agreement, Exhibitor agrees to pay all reasonable attorneys' fees and expenses incurred by Emerson Exchange.

### Amendments

If any unforeseen event renders it necessary, Emerson Exchange may amend these Terms and Conditions and those documents included by reference. All amendments will be published and each Exhibitor shall be bound thereby. Any other changes in these terms and conditions and rules and regulations must be in writing and signed by both parties.

### Security

General area security will be provided by in the exhibit hall by Emerson Exchange; however, each exhibitor is responsible for the security of its own equipment at all times.

### General

- No food or beverage may be brought into the hotel for use in the Exhibit Hall.

- No signs, posters, or any other types of communication advertising or promoting exhibits will be allowed on any floors of the hotel or convention center without express written permission from Emerson Global Users Exchange, the representatives of the Hotel Maritim and, and/or representatives of the applicable hotels.

- All exhibit materials and giveaways must be approved by the Emerson Exchange Exhibits Committee prior to the conference.

- Products to be displayed in the exhibit hall must not compete with those offered by Emerson Process Management.

### Exhibitor Registration

All attendees of the exhibiting company must register as Exhibitors and not as Users for the Conference.