

INTEGRATED SYSTEMS EUROPE 2020 SHOW RULES & REGULATIONS

These Rules & Regulations shall pertain to the Exhibit Space Contract form between ISE and Exhibitor as such expressions are defined in the Exhibit Space Contract. Any definitions used in the Exhibit Space Contract shall apply to these Rules & Regulations and these Rules & Regulations shall constitute an essential part of the Exhibit Space Contract and together with the Exhibit Space Contract constitute the agreement between ISE and the Exhibitor indicated in the Exhibit Space Contract (collectively "Agreement").

Date of the Agreement shall be the date as set out in the Exhibit Space Contract or, if missing, the date of receipt of the Exhibit Space Contract by ISE.

Other rules, general terms and/or other regulations (such as but not limited to Exhibitor's general terms) are not accepted and shall not apply in respect of the Agreement, unless set out to the opposite in the Rules & Regulations.

Any and all communication and declarations made in respect of the Conference and/or the Agreement is made through the OSC (also referred to herein as "ISE Event management") on behalf of ISE.

TYPES OF EXHIBITS

Exhibits at the Event are limited to those products or services directly related to the entire integrated electronic systems industry. ISE reserves the right to deny space to any person or company whose products or services are not relevant to the exhibition profile.

BOOTH PRICES FOR RAW STAND SPACES

Rates depend on the booth configuration (amount of open sides), the location of your booth and your member status. Please refer to the charts below. The early bird rate (if applicable) is shown in brackets. Early Bird rates are applicable until 31 March 2019.

The areas A, B and C are marked on the sales floorplan. Please contact your ISE sales representative if you are unsure in which area your stand is located. If parts of a stand are in more than 1 area, then the whole stand will inherit the higher rate.

Members of CEDIA and/or AVIXA			
€/sqm	Area A	Area B	Area C
1 side open	439 (419)	431 (411)	422 (401)
2 sides open	452 (431)	442 (422)	434 (414)
3 sides open	456 (435)	447 (426)	437 (417)
4 sides open	460 (439)	451 (430)	441 (421)
Non-Members			
€/sqm	Area A	Area B	Area C
1 side open	456 (446)	447 (436)	437 (427)
2 sides open	468 (458)	459 (449)	450 (439)
3 sides open	472 (462)	463 (453)	454 (443)
4 sides open	476 (466)	467 (457)	458 (448)
Founding Exhibitors (Early Bird Rate not available)			
€/sqm	Area A	Area B	Area C
1 side open	391	383	376
2 sides open	401	393	386
3 sides open	404	397	389
4 sides open	408	400	393

PAYMENT SCHEDULE:

All Exhibitors must declare their CEDIA/AVIXA membership status at the time of exhibit space application submittal. CEDIA/AVIXA member exhibitors must maintain their membership in good standing in order to receive the member discount exhibit space rate. Exhibitor may elect to make payments on their space according to the following schedule: Payment of the full amount shown on any invoice shall constitute satisfactory settlement of amounts owed. In the event an invoice remains unpaid for more than 90 days, or remains due after January 2, 2020, ISE management reserves the right to cancel an Exhibitor's space and reassign it, provided that Exhibitor remains obligated to pay the full amount as set out in the invoice. All other rules and regulations with reference to deposits, refunds, etc. remain in force as stated in the Rules and Regulations. If the invoice is not settled in one installment as set out above, Exhibitor contracting exhibit space will have three scheduled payments: 20 % deposit of the total cost of the first choice exhibit space is due on signing and latest by 31 March 2019, 50 % payment is due by 31 July 2019, and the remaining 30 % payment is due by 31 October 2019. Applications received after 31 July 2019, but on or before 31 October 2019, must be accompanied by 70 % of the total exhibit

space cost. Applications received after 31 October 2019 must be accompanied by 100 % of the total exhibit space cost. Name on contract and name on invoice must be identical.

EARLY BIRD DISCOUNT

Exhibitors who have signed and returned the Exhibit Space Contract in confirmation of their participation at Integrated Systems Europe to ISE latest by 31 March 2019 (date of receipt by ISE) shall be entitled to the discount set out in the application form ("Early Bird Discount"). The Early Bird Discount is subject to the Exhibitor's full compliance with the payment terms set out in the Agreement and the respective invoice(s) and all further obligations under the Agreement. In the event of Exhibitor's non-compliance with the aforesaid terms, ISE reserves the right to revoke the benefits of the Early Bird Discount. This means that the full price in respect of the booked exhibit space shall remain payable in particular in the event of either of the following:
 - Any installment has not been received in full by ISE latest by the due date indicated in the invoice or in the Agreement (whichever is later)
 - cancellation penalty payments have not been received in full by ISE latest by the due date indicated in the invoice or in the Agreement (whichever is later).

DEFAULT PAYMENT

In respect of all invoiced amounts under the Agreement the following shall apply: If an invoiced amount has not been received by ISE in full as of the applicable due date which shall be the later of the date set out in the respective invoice or as set out in the Agreement ("Due Date"), ISE reserves the right to charge the Exhibitor with a default payment in the amount of 3% (three percent) of the invoiced amount payable as of the Due Date. The default payment shall be in addition to any remedies ISE may have under the Agreement, at law and/or otherwise, including interest at the amount of 8% p.a., such interest to be calculated on the amount due increased by the applicable Default Payment.

BOOTH PACKAGES

Shell Scheme Only

Cost of a shell scheme only package is € 80/m². The shell scheme only package includes the following: White system wall elements 100 x 250 cm in aluminum frame. Fascia board in aluminum frame 30 cm high. 1 fascia text, max 25 characters. Escolita carpet tiles (50 x 50 cm). 3 spotlights 120 W on 1 rail. One wall socket 2000 W, including main connection and consumption. General cleaning of stand each morning.

Shell Scheme with furniture

The shell scheme only package with furniture is € 90/m². It includes the following: white system wall elements 100 x 250 cm in aluminum frame. Fascia board in aluminum frame 30 cm high. 1 fascia text, max 25 characters. Escolita carpet tiles (50 x 50 cm). Spotlights 120 W on 1 rail. One wall socket 2.000 W, including main connection and consumption. 4 chairs, 1 table and 1 literature rack. General cleaning of stand each morning.

BOOTH CONFIGURATIONS

Types of Exhibits

Exhibitor must comply with all local fire ordinances of the city of the Event. Should Exhibitor be required to alter Exhibitor's exhibit, ISE shall not be responsible for any costs to make an the Exhibitor's exhibit display compliant with local regulations. If required, an engineering certification of structural integrity must be submitted to ISE 60 days prior to the show opening. Any deviation of Exhibitor's stand design from ISE's regulations must be submitted in writing to the OSC for clearance before December 15, 2019. All stand designs must comply with the building rules and regulations as described in the Stand Construction Manual, and every stand design needs to be approved in written by ISE organization.

Island stands:

These stands have aisles on all sides. When you design this type of stand please ensure that the view of other stands of the exhibition as a whole is not obstructed. The maximum standard construction height is 700 cm but may be lower in some places due to hall height limitations. Island stands may have ceilings. 'Free-hanging' ceilings (i.e. suspended from the roof) are permitted if approved (see Rules & regulations in Exhibitor Manual). On stands provided with ceilings, the building's cooling system – where the cooled air is blown high into the halls and subsequently, drifts downwards – cannot function optimally. All islands must be purchased as is. Minimum size for islands is 80 sqm for customers who have had an island stand at ISE 2019, for all other customers, minimum size for islands is 100 sqm. Runs of walling are permitted up to 700 cm length only when followed by a 200 cm opening.

Peninsular stands:

These have aisles on three sides; participants need to provide a back wall. The wall towards the neighbours standing on the edge of the stand cannot be build higher than 400 cm, unless the part higher than 400 cm is build 100 cm from the edge of stand.

Corner stands:

These have aisles on two sides; participants need to provide a back and a side wall. The wall towards the neighbours standing on the edge of the stand cannot be build higher than 400 cm, unless the part higher than 400 cm is build 100 cm from the edge of stand.

Wall stands (in-line):

Only one side is bordered by an aisle; participants need to provide back and side walls. The wall towards the neighbours standing on the edge of the stand cannot be build higher than 400 cm, unless the part higher than 400 cm is build 100 cm from the edge of stand.

Multi-story stands:

Please contact ISE Show Management for rules and regulations concerning Double-decker Island Exhibit booth space structures.

Any requests for exemption up to the absolute height maximum of 700 cm should be submitted together with the stand design incl. measurements.

DEFAULT IN OCCUPANCY

Move in and out times for all exhibitors will be allocated from OSC in reasonable advance. If the exhibition space is not occupied by the time set for completion of installation of displays, such space may be possessed by ISE for such purpose as it may see fit. Exhibitor failing to occupy its assigned exhibit space is not relieved of the obligation of paying the full rental price of such space.

SPACE & HEIGHT REGULATIONS

Exhibits must be confined to the exact space allocated. Height limitations and other restrictions pertaining to the design of exhibits and the use in the exhibit booth space of pedestals, tables, racks, shelves, risers and similar display equipment are described in detail under 'Types of Exhibits'. Note: Exhibitor is responsible to gather all necessary information about the regulations and conditions regarding the configuration of their exhibit space. This includes information about potential additional cost related to necessary specific equipment or services. Where Exhibitor's display is built beyond the limitations and restrictions as set forth in the Agreement, ISE reserves the right to correct such display violations by having the Exhibitor alter, remove or rearrange any or all of the display so that it will comply with regulations. Exhibitor is not permitted to carpet the aisle space between any adjoining exhibit booth spaces; nor may Exhibitor bridge the aisle between such adjoining spaces with truss, banners, exhibitory, products, lighting instruments, etc. If the Exhibitor is not available to make such corrections, then ISE is entitled to make any and all necessary corrections at the Exhibitor's expense. In cases where the reverse side of Exhibitor's back wall, sidewall, riser or display, is exposed to view, such portion of this display must be suitably draped with fireproof materials so that no part of the display construction, electrical wiring, or the like, can be seen from the aisles or adjoining exhibit booth spaces belonging to other exhibitors. Circulars, publications, advertising matter and all kinds of promotional giveaways may be distributed only within exhibit booth spaces. Nothing can be posted on, tacked, nailed, taped, screwed in, and/or otherwise be attached to columns, walls, floors, or other parts of the building or furniture. Signs, truss, rails, etc. will not be permitted to intrude into or over aisles. Safety lanes cannot be moved or used for exhibition space in any way and must not be compromised by having the same Exhibitor on both sides of the safety lane.

CANCELLATION POLICY

Cancellations of Exhibit Booth space must be in writing. Upon ISE receiving written notice, such notice to be sent to Integrated Systems Events BV, Barbara Strozziilaan 201, 1083 HN Amsterdam, The Netherlands, the Exhibitor may cancel or withdraw from the Event subject to the following conditions and restrictions: If cancellation occurs on or before 1 March 2019 no administrative charges will be assessed. If cancellation occurs after 1 March 2019, but on or before 31 July 2019, the full amount of payment received less the required initial down payment of 20 % (such amount remaining payable if so far not received), will be refunded. If cancellation occurs after 31 July 2019 and on or before 31 October 2019, the full amount of the payment received, less the required 70 % deposit (such amount remaining payable if so far not received), will be refunded. In respect of a cancellation after 31 October 2019, NO REFUNDS will be made whatsoever. In such case, the Exhibitor is obligated to make immediate payment of any unpaid portion of the total cost of the assigned exhibit space. In the event the Exhibitor fails to make such immediate payment, the Exhibitor will also be liable for the costs of collection (including court costs and reasonable attorney fees) and interest at the highest legal rate. Furthermore, until said obligation is satisfied in full, the Exhibitor will be prohibited from participating in future ISE events, any other ISE sponsored shows and any ISE special events. Upon cancellation of exhibit space, ISE reserves the right to release all exhibitor housing requests, sleeping rooms, hospitality suites and function space within all official ISE hotels. All cancellation fees are calculated on the basis of the original rate. In the event of cancellation, ISE will have the right to use the cancelled space to suit its own convenience, including sale of such space to another exhibitor without any rebate or allowances to the Exhibitor who has cancelled. A cancellation is not accepted or approved until written confirmation is submitted and the OSC or ISE or any other person on behalf of ISE provides confirmation of the cancellation.

Continued from previous page

REDUCTION AND ASSIGNMENTS

Reductions:

All requests for reduction of exhibit space must be made in writing. ISE reserves the right to decline for any reason requested space reductions of contracted exhibit spaces. If a requested reduction of space is acceptable to ISE, no administrative charges will be assessed for the reduction of exhibit space received in writing on or before 1 March 2019. Reductions of exhibit space are treated similarly to cancellation of contracts. Requests for reduction of exhibit space received in writing after 1 March 2019 and on or before 31 July 2019 will be made, minus a reduction fee of 20 % of the cost of the amount of exhibit space reduced. Requests received in writing after 31 July 2019 and on or before 31 October 2019 will be made, minus a reduction fee of 70 % of the cost of the amount of exhibit space reduced. No refunds will be made for reduction of exhibit space after 31 October 2019, even if such space is resold. Exhibitor agrees that it will be responsible for the total rental fee for the original assigned space which will be retained or paid to ISE as liquidated damages according to this schedule. Space reductions do not change the original price level.

Assignments of Exhibit Space:

ISE reserves the right to alter the Exhibit Floor Plan or change space assignments. In such event, Exhibitor (if so affected) will be notified by ISE. Exhibitor shall not sublet or share their contracted exhibit space or any portion thereof without prior written consent of ISE.

Moving of Exhibit Space:

ISE reserves the right to allow or deny the Exhibitor to move location upon request. In such a case, the applicable rate of the new location will be used.

BADGES FOR SHOW

Badges for the show will be issued free of additional charge for Exhibitor and their employees. Each badge will be issued in the name of one person only, except that a badge may be exchanged at the Registration Desk should an Exhibitor wish to change personnel during the course of the show. If requested, ISE will issue a replacement badge for such badges bearing the name of the wearer; however, in the event the Exhibitor desires to change personnel, such badges must be exchanged at the exhibitor registration. All badges picked up by the Exhibitor are his or her responsibility. All persons working in the Exhibitor's exhibit booth space will be considered to be the Exhibitor's employees during build-up, the Event and the breakdown and the Exhibitor shall be fully responsible for any liability, which may occur. The lending of badges is prohibited whether to employees of the Exhibitor, to unregistered dealers, reps, end-users or to any person wishing to enter the show, regardless of the length of time they wish to remain. Companies whose employees engage in this unauthorized practice are liable for the on-site registration fees of persons so admitted, confiscation of the subject badges and loss of the company priority position for exhibit space at the next ISE event.

CHARACTER OF EXHIBITS

Exhibitor shall display or exhibit only articles of merchandise of Exhibitor's own manufacture or for which said Exhibitor is the representing agent. ISE reserves the right to judge the appropriateness of any exhibit and to decline to permit Exhibitor to conduct or maintain an exhibit if, in the judgment of the ISE Event management, Exhibitor or exhibit, proposed exhibit, or Exhibitor's products and/or services shall in any respect be deemed unsuitable. This reservation relates to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, displays, and all other things, without limitation, which affect the character of the Event. No motion picture, film, video and/or computer software, which in the sole judgment of the ISE Event management, is of an illicit, pornographic or otherwise unsuitable nature may be shown or displayed from exhibit booth spaces on the ISE show floor at any time. In the event that ISE determines that the conduct of Exhibitor, or its employees, agents or service providers/contractors, is not in keeping with the character of the Event, ISE Event management, may at any time, without notice terminate the Agreement, and, with or without process of law, remove Exhibitor, its employees, agents, service providers/contractors, and all of the property of the Exhibitor, from the space contracted for and from the Event without refund. Exhibitor shall not have any right or claim against ISE on account of any action so taken. The determination of ISE Event management as to the suitability of any exhibitor, exhibit, or proposed exhibit, or as to whether any exhibit or the conduct of any person is in keeping with the character of the Event, shall in each instance be final.

SOLICITATION AT THE SHOW

The aisles and other spaces at the Event not leased to the Exhibitor shall be under the control of ISE. All displays, interviews, conferences, distribution of literature, lectures or any type of activity shall be conducted inside the space contracted for. Standing in the aisles, in front of or blocking other exhibitors' exhibit spaces, or the intercepting of those in attendance for advertising purposes, is strictly prohibited. Exhibitor may show, discuss, explain or demonstrate items or services, but shall not make sales that result in the delivery of merchandise and/or the exchange of money in the exhibit hall. Persons connected with non-exhibiting concerns are prohibited from any dealing, exhibiting, or so-

liciting within the Event. Exhibitor is urged to report immediately violations of this latter rule to ISE Event management.

COPYRIGHTS, ROYALTIES AND TRADEMARKS

It is the Exhibitor's sole responsibility to obtain and pay for any and all applicable licenses and permissions before any moving or still image, computer software, sound recording, artwork, printed material or other item bearing or embodying a copyright, trademark, patent, publicity right or other intellectual property is displayed, performed, reproduced, modified or distributed, in whole or in part, at or from the contracted space. Exhibitor warrants that all necessary licenses and permissions have been or will be obtained prior to using the contracted space and Exhibitor shall hold ISE free and harmless from any third party claims in such respect.

RISK ALLOCATION

ISE disclaims any and all warranties, whether express or implied, including the warranties of fitness for a particular purpose, merchantability, and non-infringement. In no event will ISE be liable to Exhibitor or any other person for lost profits, or any indirect, special, incidental, consequential, exemplary, or punitive damages of any sort. Exhibitor shall hold ISE free and harmless from any third party claims (including attorneys' fees) in respect of the above.

Neither party will be liable to the other for any delay, error, omission, or nonperformance if caused by the failure of the other party to properly and timely perform any of its obligations in connection with this Agreement. Exhibitor shall indemnify and defend ISE from any claims, demands, damages, costs, expenses (including attorneys' fees), and all other liabilities asserted by a third party in a claim, action or proceeding based on information disclosed to ISE by Exhibitor or based on claims that Exhibitor's products or technology infringes any copyright, patent, trademark, trade secret, or other intellectual property right or interest held by any third party.

Unless compulsory legal regulations require otherwise, ISE's liability shall be limited as follows: ISE shall be liable for damages only in the event of intent and gross negligence. Such limitation of ISE's liability shall not apply (i) in the event of injuries of life, physical integrity or health, (ii) in the event of infringement of such obligations of which the observance is of essential importance in respect of the fulfillment of the contract (essential obligation) and (iii) in the event of damage caused by delay; in connection with the aforesaid ISE shall be liable for gross and slight negligence and intent. In the event of impossibility ab initio, ISE shall only be liable if ISE was aware of the performance's obstacle or if ISE's lack of such knowledge was based on gross negligence.

Exhibitor's claims resulting from ISE's liability shall be statute-barred after the expiration of one (1) year, such period commencing on the first date of the statutory period of limitations. The above shall not apply to Exhibitor's claims resulting from ISE's intent and/or gross negligence and/or damages caused by ISE to life, physical integrity or health, including in the event of ISE's slight negligence; in such event the full statutory period of limitations shall apply.

As far as the liability of ISE is excluded or limited, this shall also apply to the personal liability of ISE's employees, workers, staff members, representatives and vicarious agents. Except for liability in tort, claims for damages of which the liability is limited according to the above, the same shall become statute-barred after one year.

GENERAL INFORMATION

Stand personnel: Exhibitor is responsible to staff the rented stand with at least one person during opening hours. Failure to do so will result in a fee of 500 € per day charged to the exhibitor.

Cleaning: ISE Event management will arrange to clean aisles during closed hours prior to opening each Event day, but this service does not include dusting, arranging, or otherwise maintaining exhibits. Exhibitor must keep their displays neatly organized. Cleaning can be ordered in the online ISE Webshop.

Food Service: Food and beverage consumed or distributed in the exhibit facility must be purchased through RAI catering, the official in-house catering supplier.

Photography and recordings: Photographs and audio-visual material of Exhibitor's exhibit may be made and used by Exhibitor and/or as authorized by Exhibitor. Photographs and audio-visual material of Exhibitor's exhibit may be made and used by ISE and/or as authorized by ISE in connection with the publications and marketing information relating to the Event and/or ISE. The use of photographs and audio-visual recordings by Exhibitor and/or as authorized by Exhibitor showing more than Exhibitor's exhibit requires ISE's prior written approval. Unless set out to the opposite above, photography and recording (in any form and manner) is prohibited and requires ISE's prior written approval. In addition, third party rights (e.g. trademarks, copyrights, moral rights) must be observed.

Carpeting: Although ISE Event management provides aisle carpeting, with the exception of Shell- Scheme Booths (where carpeting is included in the package), Exhibitor is responsible for carpeting their own Booth Space. Exhibitor must have ISE Event

management approval when using their own carpeting in aisles between displays and will be charged based on the equivalent amount of exhibit space unless agreed otherwise with ISE Event management.

Children: Due to the business nature and congestion at the Event, children under the age of 16 are never permitted in the RAI Amsterdam during build-up, Event days or breakdown. Children 16 and older must register, pay appropriate fees and be accompanied by an adult. Children ages 16 to 18 are admitted on Event days with the understanding that they are the sole responsibility of an accompanying adult.

Smoking: Smoking is not permitted in the RAI Amsterdam at any time.

Sound and light: Exhibitors using music systems, etc., must ensure that they are in possession of the correct licensing and that the volume is kept to a limit of 70 decibel, with a peak of 85 for a maximum of two minutes. This can be done two times per hour for demonstrations. Live music during show hours is not allowed, only at stand parties hosted after 18:00 till 19:45. Light must be kept in such a way so that other exhibitors are not at all or only affected within reason. The maximum brightness from any light source must be below 1000 cd/m².

Showlighting: ISE Event management reserves the right to determine lighting levels to be used during setup, teardown, and during the hours the Event is open. Generally, during show hours, the lighting in the halls will be switched to 50%. Exhibitors are responsible for light on their own stand.

Fire Regulations at RAI Amsterdam: During show days, exits and exit aisles must be kept clear and unobstructed. No furniture, signs, easels, chairs or displays may protrude into aisles. Fire hose cabinets, fire extinguishers, sprinklers, or any other fire-safety device must not be hidden, obstructed or otherwise disturbed. All materials used in the exhibit construction, decoration or as temporary cover must be certified as flame retardant. Inflammable fluids, substances, or materials of any nature may not be used. All materials and installations must comply with the requirements of inspection by the RAI Amsterdam Fire and Safety Department.

Special connections at RAI Amsterdam: Compressed air, water, drainage, gas, steam, electrical services, rigging and telephone/communication services are available solely through RAI Amsterdam.

Liability: The Exhibitor is solely responsible for the safeguarding of materials, equipment and displays at all times. ISE Event management employs general security when the Exhibit Hall and Static Display are closed. However, ISE, RAI Amsterdam and ISE's official contractors are not responsible for any loss, theft, damage, injury, or destruction of Exhibitor's property or the property of its agents or employees, by or from any cause whatsoever. The Exhibitor expressly releases ISE, ISE's official contractors, RAI Amsterdam and their respective officers, employees, members and agents, from any and all claims for such loss, theft, damage, injury or destruction, or for loss of good will (whether or not in relation to any property). It is suggested that Exhibitor obtains insurance covering losses such as theft and damage to property. The Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold ISE, RAI Amsterdam and ISE's official contractors and their respective officers, employees, members and agents harmless from and against any and all claims, losses, injuries and damages to persons or property, governmental charges or fines and attorneys' fees arising out of or caused by Exhibitor's installation, removal, maintenance, occupancy or use of the Event premises, or any part thereof, or arising out of or caused by Exhibitor's participation in exhibition activities. Exhibitor must comply at all times with the Rules & Regulations of ISE and any and all rules, regulations and/or instructions of ISE and/or RAI Amsterdam. These Rules & Regulations are subject to change prior to the time the Exhibition is held. Failure to follow the ISE Rules & Regulations and ISE and/or RAI Amsterdam Rules & Regulations will constitute a breach of contract. In addition, by signing the Agreement, Exhibitor agrees to comply with ISE's interpretation of its Rules & Regulations.

Security: When the ISE Event is open, there will be some perimeter security staffing. Notwithstanding the foregoing, ISE and RAI Amsterdam will not be liable for loss or damage to Exhibitor's property, as further provided under the section entitled „Liability“.

CONTACT ISE Show Management

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