

APPLICATION / CONTRACT FOR EXHIBIT SPACE



SEMICON Korea 2019
COEX, Seoul, Korea
Jan 23 – 25, 2019

PRODUCED BY:
SEMI Headquarters
673 S. Milpitas Blvd.
Milpitas, CA 95035 USA
Tel: +1.408.943.6900
Web-site: www.semiconkorea.org



1. EXHIBITING COMPANY INFORMATION

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

Company Name: _____ SEMI Membership#: _____

Address: _____

City/State: _____ Postal Code: _____ Country: _____

Contact: _____ Title: _____

Email: _____ Telephone: _____ Fax: _____

Company Website: _____ Company Email Address: _____

Secondary Contact Name: _____ Email: _____ Tel: _____

2. BOOTH PREFERENCE / CONFIGURATION

____ Total number of 3m x 3m **Decorated** spaces requested. Includes: Octanorm system structure, signboard, carpet, 1 chair, 3 spotlights, 1 electric socket, 1 fluorescent light (per booth), 1 information counter, 1 waste basket (per company)

____ Total number of 3m x 3m **Raw** spaces requested. Rental of floor space only and does not include any utilities, services, walls or furnishings.

CONFIGURATION PREFERRED (Number in order of preference):

____ **Inline/Standard Booth** Minimum 3 x 3 meters/9 sqm (3 x 6, 3 x 9, 3 x 12, etc.) _____x_____

____ **Peninsula Booth (3 sides open)** Minimum 6 x 6 meters/36 sqm (6 x 9, 6 x 12, 6 x 15, etc.) _____x_____

____ **Island Booth (4 sides open)** Minimum 6 x 12 meters/72 sqm (6 x 12, 6 x 15, 6 x 18, etc.) _____x_____

3. BOOTH COST

Booths are sold in no less than 9 square meter increments. Standard booth unit is 3 x 3 meters, unless otherwise noted.

	Member* Per sqm. Price	Non-Member Per sqm. Price
Decorated	Won 438,888 /sqm.	Won 555,555 /sqm.
Raw	Won 344,444 /sqm.	Won 438,888 /sqm.

*SEMI membership must be active at all times to receive member pricing.

4. PAYMENT

This Application, together with the accompanying Stipulations/Terms & Conditions and the Exhibitor Service Manual, is a binding contract and serves as an official invoice for your required 30% (non-refundable) deposit payment. No booth will be confirmed without deposit.

____ Total SQM X _____ Booth Cost = _____ Total Booth Fee

30% non-refundable payment due with application Won _____

70% payment due by July 20, 2018 Won _____

SEMI accepts payment by bank transfer or by check. If your check is issued in USD, use the daily exchange rate for your conversion. Use the attached Payment Information Form to record your payment information. Applications from companies with delinquent balances due to SEMI will not be processed without payment of the outstanding balance.

Payment terms: 30% deposit by on-site appointment; and final balance due by July 20, 2018.

IF YOUR BOOTH FEE ACCOUNT IS DELINQUENT, SEMI RESERVES THE RIGHT TO RELEASE THE SPACE FOR RE-ASSIGNMENT.

5. SIGNATURE (Please keep a copy for your records)

The submission of this Application duly signed by an authorized agent/officer of the exhibiting company shall be deemed as confirmation of participation and acceptance of the terms of this contract by exhibiting company. The exhibiting company shall be bound by the terms, conditions set forth in this contract, which includes the Application, the Stipulation/Terms & Conditions, rules, and regulations set forth in the Exhibitor Service Manual, and any subsequent correspondences issued by SEMI. This is a binding contract between the applicants/exhibiting company and SEMI.

I HAVE RECEIVED AND READ THE SEPARATE "SEMICON KOREA 2019 STIPULATIONS/TERMS AND CONDITIONS" DOCUMENT AND AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.

Signature _____ Date _____

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

For SEMI Use Only

Booth Number: _____

Configuration: _____

Booth Dimensions: _____

Total SQM: _____

Application Entered by: _____

Order Number: _____

Comments: _____

SEMICON® Korea 2019

STIPULATIONS/TERMS & CONDITIONS

CONTRACT

This contract includes the Application/Contract for Exhibit Space, the Payment Information Form, the Special Request Form, the Booth 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.semiconkorea.org.

BOOTH SPACE ASSIGNMENT AND PAYMENT

Booth 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

30% (non-refundable) deposit must be submitted along with the Exhibit Space Application Form. Exhibiting companies will receive a follow-up invoice for the remaining balance due of 70% which is due by **July 20, 2018**. 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 30% 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

Exhibitor must be a manufacturer, service provider or independent representative of a company that produces equipment, materials, technology, or ancillary services for use within the overall electronics manufacturing supply chain – or serves key vertical application markets such as: manufacturing/IoT, automotive, MedTech/healthcare, consumer IoT, or big data & security technologies. SEMI reserves the right to determine the eligibility of any product for display.

INTELLECTUAL PROPERTY RIGHTS

Exhibitor represents and warrants that it owns or has a license to all rights, title and interest in and to all materials including its logos and trademarks, and any patented designs and inventions, copyrighted works, service marks, trade, business and domain names, and any other intellectual property that it provides to SEMI ("**Intellectual Property**") and that the use of any such Intellectual Property does not violate any license agreement which Exhibitor may have with any third party or infringe on the rights of any third party.

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 booth space; (iv) the contracted space **MUST** appear as one unified booth and; (v) all booths **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 booth.

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 of 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 and 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 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 the execution of this Contract, 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.

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 canceled on or before **September 25, 2018**, a cancellation fee of 30% of the canceled space will be assessed by SEMI.
3. If canceled after **September 25, 2018**, 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 booth relocation. SEMI reserves the right to reassign cancelled booth 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 booths must be set and show ready by 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 in order to perform its obligations pursuant to this Contract as well as to provide Exhibitors information about future events. Such data will not be transferred or shared with any other entity. By submitting personal company data to SEMI, 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 access and correct their personal company data, and in some circumstances may be entitled to delete their personal company data, by contacting SEMI show management.

GOVERNING LAW / ARBITRATION

This agreement shall be governed by the laws of the State of California without regard to principles of conflicts of laws. Any controversy, dispute, or claim arising out of or relating to this Agreement, or a breach hereof, or any other dispute between the Exhibitor and SEMI relating to the SEMICON Korea Show, shall be resolved through arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement.

In the event of any conflict between these governing law/arbitration rules and the provisions of these terms and conditions, the provisions of these terms and conditions shall govern. Notwithstanding the foregoing, should adequate grounds exist for seeking immediately injunctive relief for a violation of any term or condition of this agreement, any party hereto may seek and obtain such relief, provided that, upon its obtaining such relief, such action shall be stayed pending the resolution of arbitration proceedings. All arbitration proceedings under this Agreement shall be held in San Jose, California and conducted in English.

The decision of the arbitrator shall be final, conclusive and binding upon the parties and shall not be subject to appeal. Judgment upon the decision rendered or awarded by the arbitrator may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial recognition of the decision or award or an order of enforcement thereof, as the case may be. The costs of arbitration including, inter alia, reasonable attorneys' fees, expenses associated with the arbitration, and the costs of filing or enforcing the arbitration, all as determined by the arbitrator, shall be paid entirely by the non-prevailing party.

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.



SEMICON® Korea 2019

Payment Information Form

Please mark one of the three payment options referenced below and complete that related section. This form must be included with your Exhibit Application/Contract. **Applications from companies with delinquent balances due to SEMI will not be processed. Prior to any space assignment, a 30% non-refundable deposit is required.**

1. PAYMENT BY CHECK (U.S. Dollars Only)

If necessary, refer to www.oanda.com for an exchange rate to convert your payment to USD.

Company Name: _____

Make check payable to SEMI and send payment to: (Reference: SEMICON Korea 2019)

SEMI
Dept. 05607
San Francisco, CA 94139
USA

2. PAYMENT BY WIRE TRANSFER

To ensure proper credit to your account, instruct your bank to include your Company Name and **“SEMICON Korea 2019”** as a reference. If necessary, refer to www.oanda.com for an exchange rate to convert your payment to USD.

Company Name: _____

For exhibiting companies NOT based in Korea:
Bank wire in **USD**

For exhibiting companies based in Korea:
Bank wire in **KRW**

SEMI

Wells Fargo Bank
420 Montgomery Street
San Francisco, CA 94104
Account #4277-159497
ABA #121000248
Swift Code: WFBIUS6SWFFX

SEMI

KEB Hana Bank
520 Yeongdong-daero, Gangnam-gu
Seoul 06170 Korea
Account #250-890000-40505
KWTC Branch (Swift Code: KOEXKRSE)

3. PAYMENT BY CREDIT CARD

Due to the high service charge imposed by the credit card companies, SEMI can only offer credit card payment, as an option, to the following:

- On-site booth assignments (30% deposit)
- Payment from new exhibitors with applications received within 90 days before the show.

Credit Card Type: Visa (KRW payment) Master Card (KRW payment) AMEX (USD payment only)

Company Name: _____ Amount (KRW or USD): _____

Card Number: _____ CSV or AMEX Code: _____ Expiration Date: _____

Card Holder Name: _____ (as it appears on card)

Card Billing Address: _____

Card Holder Signature: _____ Date: _____

If your company requires a Purchase Order prior to remitting payment, please attach a copy of your Purchase Order when submitting your Application/Contract and provide SEMI with your Purchase Order number.

Purchase Order No. _____