

AsiaPac 2009

24-27 February 2009

Kuala Lumpur Convention Centre, Kuala Lumpur, Malaysia
EXHIBIT SPACE CONTRACT TERMS AND AGREEMENT



Please return signed copy with payment to HIMSS and retain a copy for your records.

Please direct wire transfers for AsiaPac to:

For credit to: JPMorgan Chase Bank, N.A. Singapore
SWIFT address: CHASSGSG

Favouring

Healthcare Information And Management Systems Society

Account # 0111942846.

Checks: payable to Healthcare Information and Management Systems Society and

mailed to: HIMSS, Attention: Finance Department

230 E. Ohio Street, Suite 500, Chicago, IL 60611-3269 USA

Credit card payments: Fax +1-312-915-9209, Attn: Finance.

HIMSS Federal Tax ID# is 36-3906745. The terms and conditions on the reverse side of this document and all rules and regulations as outlined in the exhibitor service kit, to follow, are an integral and binding part of this agreement.

Please list the Company name as it should appear in all conference materials. The

primary contact person will receive all communications related to the Conference.

Please notify HIMSS should any of this information change.

Primary Contact Person		
Title		
Company		
Address		
City		
State	Zip Code	Country
Phone	Fax	
Email Address	Web Address	

The minimum booth size is 3Mx3M. HIMSS will make every effort to accommodate your request, but cannot guarantee your request(s). If none of your requests are available, HIMSS will assign a booth for your company.

Please specify booth numbers in the order of preference.

1) _____ 2) _____ 3) _____ 4) _____

Booth Configuration

of booths wide _____ x # of booths deep _____

Total # of 3Mx3M booths _____

Total # of corners _____

Booth Assigned by HIMSS _____ Source:

EXHIBIT SPACE PAYMENT SCHEDULE:

Initial Here: _____

I understand and agree to the payment schedule as noted below and that my exhibit space will be released if any of the payment deadlines are missed and financial penalties may apply. The Exhibit Space Contract is not fully executed until a deposit has been received. If the contract is not accompanied by payment we cannot guarantee you will receive the booth you have listed above.

22 - 23 May 2008 - Onsite Booth Selection Deposits & Payment Schedule

- 9 square meters = SGD 1332 / USD 1000 deposit required on-site
- 18 - 36 square meters = SGD 2032 / USD 1500 deposit required on-site
- 45 square meters or above = SGD 2710 / USD 2000 deposit required on-site

24 September 2008 - 2008 Corporate Membership amount due (if applicable).

24 September 2008 - 50% of total exhibit space fee due

3 December 2008 - Balance of total exhibit space fee due

Applications received between 24 May 2008 and 24 September 2008 requires a

50% deposit submitted with contract. Applications received on or after 25

September 2008 require 100% of exhibit space fee submitted with contract.

BOOTH RENTAL CALCULATION

Corporate Member Status

Yes, we are a HIMSS Corporate Member

No, we are not a HIMSS Corporate Member

For contracts received on or before 24 September 2008

New members must be paid in full by 24 September 2008 to receive discounted exhibit rate.

Total # of 3Mx3M booths - raw space _____ x SGD 3740 / USD 2750 corporate member

Total # of 3Mx3M booths - raw space _____ x SGD 4200 / USD 3085 non-member

Total # of 3Mx3M booths - shell _____ x SGD 3995 / USD 2930 corporate member

Total # of 3Mx3M booths - shell _____ x SGD 4400 / USD 3225 non-member

Number of corners _____ x SGD 545 / USD 400

Total Exhibit Space Amount

For contracts received on or after 25 September 2008

Total # of 3Mx3M booths - raw space _____ x SGD 4300 / USD 3145 corporate member

Total # of 3Mx3M booths - raw space _____ x SGD 4550 / USD 3335 non-member

Total # of 3Mx3M booths - shell _____ x SGD 4500 / USD 3300 corporate member

Total # of 3Mx3M booths - shell _____ x SGD 4775 / USD 3500 non-member

Number of corners _____ x SGD 545 / USD 400

Total Exhibit Space Fee

Deposit

See Exhibit Space Fee Schedule

Remaining Fee Balance

AUTHORIZING SIGNATURES

We hereby apply for exhibit space at the HIMSS AsiaPac on the dates shown above. We understand that booth space will be assigned on the basis of application receipt date. If our preferred space is not available, we will accept HIMSS' assignment of booth space close to our choice as possible. We have read, understand and accept the terms and conditions outlined in this document and agree to abide by all requirements, restrictions, and obligations outlined in the Contract Terms and Conditions that are incorporated herein. Upon acceptance by HIMSS, the terms of this agreement are binding.

Authorized Person for Exhibiting Company

Print Name & Title

Signature

Date

By signing this contract, your organization, its employees, representatives and agents agree to receive communication via telephone, facsimile, email and regular mail from HIMSS show producers and organizers, their employees, representatives and agents that is directly related to your organization's participation in this exhibition.

Authorized Signature for HIMSS - HIMSS Office Use Only

METHOD OF PAYMENT

Purchase orders are not an accepted form of payment.

Yes, I hereby authorize HIMSS to charge the credit card listed below for any applicable balance(s) due, on the due date(s) specified elsewhere on this contract, unless I have given HIMSS prior written notice of the cancellation of the contract.

No, I do not authorize HIMSS to charge the credit card for subsequent payments.

Please charge my credit card

Visa MasterCard American Express Discover

Please print the name that appears on the card

Card Number

Expiration Date and Security Number (or CVC)

Authorized Card Holder Signature

HIMSS AsiaPac 2009 – Exhibit Space Application – Contract Terms and Agreement

CANCELLATION POLICY: Exhibitor must present written intent to cancel booth space in writing, either on company letterhead or electronically. Booth cancellations received on or before September 24, 2008, will be charged a fee equal to 50% of the total cost of the booth. Booth cancellations received from September 25, 2008 until November 25, 2008 will be charged a fee equal to 75% of the total cost of the booth. Booth cancellations received on or after November 26, 2008 will be charged a fee equal to 100% of the total cost of the booth. Booth size reductions received on or before September 24, 2008 will be obligated to pay 50% of the total booth space released. Booth size reductions received after September 25, 2008 will be obligated to pay 100% of the total booth space released. Booth size reductions may result in a change in booth location. Companies that consolidate multiple booths will be charged a 10% fee on funds transferred from one reserved booth to another. Companies canceling their entire booth space will: 1) lose all Exhibitor points, 2) may not advertise in the show guide or show daily newspaper, 3) lose their hotel sleeping room blocks, 4) lose hospitality space in conference hotels, 5) forfeit any sponsorship agreements in place, without refund, 6) forfeit any other benefits of exhibiting and 7) lose all exhibitor and exhibitor client badges. Healthcare Information and Management Systems Society (HIMSS) may terminate this contract immediately, withhold from the Exhibitor possession of the exhibit space, all related Exhibitor benefits, and retain all space rental fees paid if (a) the Exhibitor fails to pay all fees as outlined in the Exhibit Space Payment Schedule or (b) the Exhibitor fails to comply with or perform any material terms or conditions of the contract or refuses to abide by these Terms and Conditions as well as the HIMSS policies as outlined in the service manual which is incorporated herein by reference. **FINANCIAL TERMS AND CONDITIONS:** Booth space must be paid as follows: Deposits are due according to payment schedule outlined on front side of this contract. This includes any on site booth selection deposit due. 50% of the total exhibit space costs are due on September 24, 2008 with the remaining balance due no later than December 3, 2008. Booth space not paid according to these deadlines will be released and reassigned at the discretion of HIMSS; there will be NO EXCEPTIONS. Payments sent to HIMSS for booth space will first be applied to any outstanding balances owed to HIMSS for previous exhibit activities or any other amount owed to HIMSS. Any Exhibitor with an outstanding balance will have freight refused by the Service Contractor and will not be permitted to move on to the exhibit floor. **EXHIBIT SHOW RULES:** Only Exhibitors may host functions in conjunction with The ASIAPAC09 during non- HIMSS conference hours. Exhibitors shall comply with all conditions imposed by Kuala Lumpur Convention Centre in its contract with HIMSS and with the rules and regulations of the Facility. Exhibitors are required to comply with all rules outlined in the Exhibit Service Manual which can be found on the exhibition web site. Exhibitors are liable for any damage caused, directly by Exhibitor or Exhibitor's agents, to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitors' property. Exhibitors may not mar, tack, make holes, and apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment. Exhibitors will be responsible for labor charges incurred in connection with the assembly, draping, repairs, and dismantling of their booth(s). All construction material must conform to standard safety practices. All display materials, including table, back drapes, textile, paper displays, and decorations, must be fire resistant or flame proof. No combustible decorations may be used at any time. All packaging containers and materials are to be removed from the floor and may not be stored under tables or behind displays. All aisles, corridors, exit areas, and stairways must be maintained at their required width at all times that the exhibition is open. No obstructions will be allowed to protrude into the aisles. Photography or videography of another company's exhibit is strictly prohibited. Exhibitors are charged with knowledge of all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in this exhibition. Compliance with all such laws is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor. The violation of any of these rules is grounds for dismissal from the exhibit hall and forfeiture of all associated monies. **EXHIBITOR REGISTRATION, HOUSING, INFORMATION, AND ACCESS:** Badges will be required for entry into the exhibit hall at all times. Badges are not transferable and will be confiscated if worn by other than the person to whom issued. Booth personnel will not be permitted access to the exhibit hall earlier than one hour before it opens, later than one hour after it closes, and during scheduled breaks. Only registered exhibitors and their installation personnel may enter the exhibit hall during installation and dismantling hours. **ELIGIBLE EXHIBITS:** This exhibition is held to demonstrate products and services for information and management systems professionals in healthcare. HIMSS shall determine the eligibility of any company, product, or service. HIMSS may refuse rental of exhibit space to any company whose display of goods or services is not compatible, in the sole opinion of HIMSS, with the character and objectives of the exhibition. In the event this application is not accepted, any paid space rental fees or deposits will be returned. **INSTALLATION AND DISMANTLE:** Exhibitor agrees to comply with assigned move-in and installation days and hours to be specified in the Exhibitor Service Manual. Exhibits may not be removed from the exhibit hall until the official closing of the show. Points will be deducted if this occurs. **INDEMNIFICATION:** Exhibitor shall defend, indemnify, protect, save, and hold HIMSS and its officers, directors, employees and agents and Kuala Lumpur Convention Centre, and all agents and employees thereof, and Show Management and its officers, directors, employees, and agents (hereinafter collectively called "Indemnitites") forever harmless from any damages, liabilities, claims, demands, or actions arising out of the actions or inactions of Exhibitor, its servants, employees, contractors, or agents. This indemnification shall extend to claims for actual or alleged (a) injury to any person, (b) damage to any property, (c) economic loss, (d) business and/or production loss, (e) product or service deficiencies or damage, or (f) other violation of any statute, law, ordinance, or regulation, including but not limited to claims, as well as claims arising from the alleged action, inaction, or negligence of Exhibitor. Exhibitor shall at all times defend, protect, indemnify, save, and hold harmless the Indemnitites against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any property, person or persons, including Exhibitor, its agents, employees, and business invitees which arise from or out of or by reason of said Exhibitor's occupancy and use of the facilities, or any part thereof. **EXHIBITOR INSURANCE:** All property of the Exhibitor is understood to remain under its custody and control in transit to and from and/or within the confines of the Facility. HIMSS, Show Management, and the Facility do not maintain insurance covering Exhibitor's property and will not be responsible for damage to, loss, or theft of property belonging to any Exhibitor, their agents, employees, business invitees, visitors or guests. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations, and contractual liability coverage of at least \$500,000 for Personal Injury Liability and \$500,000 for Property Damage Liability and statutory Worker's Compensation insurance in full compliance with all federal and state laws and covering all of Exhibitor's employees with coverage of at least \$100,000 per injury. Certificates of insurance shall be furnished if requested by Show Management. **FORCE MAJEURE:** In the event that the performance by HIMSS or the Facility or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as a result of fire, flood, tempest, inclement weather, or other such cause or as a result of governmental intervention, malicious damage, acts of God, war, strike, lock-out, labor dispute, riot, terrorist acts, curtailment of transportation, or other cause or agency over which HIMSS has no control, or should HIMSS decide that because of any such cause that it is necessary to cancel, postpone or re-site the event, or reduce the move-in and installation time, show time, or move-out time, HIMSS shall not be liable to refund, indemnify, or reimburse the Exhibitor in respect of any fees paid, damage or loss, direct or indirect, arising as a result thereof. **INTELLECTUAL PROPERTY:** Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any license HIMSS may obtain or any other laws and restrictions with respect to the use or performance of music. Exhibitor further represents and warrants that it shall obtain any additional license or grant of authority required of Exhibitor under the copyright laws and present HIMSS with a copy of such license or grant no less than thirty (30) days prior to the start of the exposition. **CONDUCT OF EXHIBITORS:** The ASIAPAC09 Exhibitors shall be required to conduct all business within the confines of their exhibit space and to comply with all rules and regulations as outlined in the Exhibitor Service Manual. Only authorized representatives of companies and organizations which have contracted with HIMSS for exhibit space are permitted to display or demonstrate any products, processes, or services, to solicit orders, to wear identification of their company or organization, or to distribute advertising or other materials at the exhibition. Any violations of this regulation will result in prompt removal of the offending person from the Facility. Exhibitors may not enter the booths of other Exhibitors without invitation; no Exhibitor may call or invite a visitor out of one exhibit and into his own. Use of noisemakers, promotions and presentations that may be judged not in good taste, lacking in dignity, or not in keeping with the purpose of HIMSS are prohibited. **PRINTED MATTER:** Circulars/advertising matter of any description may be used or distributed only within the booth assigned to the Exhibitor presenting such material. Only literature published or approved by Show Management may be distributed at the registration desk, in the registration area, in the meeting rooms, in the exposition areas, in public areas or in transportation under lease to HIMSS. **SUBLETTING AND TRANSFERS OF BOOTHS:** Exhibitors may not assign, sublet, or share their exhibit space with another business or firm unless approval has been obtained in writing from HIMSS. Exhibitors must show goods or services manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplates imprint, or trademark under which same is sold in the general course of business. Exhibitors that wish to transfer their booth, in whole or in part, to another company shall be subject to the cancellation policy. **SOUND LEVEL/PHOTOGRAPHY:** Use of audio and visual equipment will be permitted, where appropriate to the display. Sound must be maintained at not more than a level of 75 decibels. HIMSS reserves the right to restrict Exhibitors' use of sound and other devices which exceed 75 decibels and interferes with the best interests of the exhibition as a whole. No photography or videography is allowed by any photographer other than the designated show photographer unless approved by HIMSS. **COMPLAINTS:** Complaints of any violation of the Contract Terms and Conditions are to be made promptly to HIMSS and its representatives. Exhibitors and their personnel agree to abide by the decisions of HIMSS. **AMENDMENTS:** Any and all matters not specifically covered herein and in the Exhibitor Service Manual are subject to the decision of HIMSS. HIMSS shall have the full and exclusive power to interpret, amend, and enforce these Contract Terms and Conditions, provided any amendments, when made, are brought to the notice of Exhibitors. Each Exhibitor, for itself and its employees, agrees to abide by the foregoing Contract Terms and Conditions and by any amendments or additions thereto in conformance with the preceding sentence. Violation of the Contract Terms and Conditions is grounds for dismissal from the exhibit hall and forfeiture of all associated monies. **LAWS APPLICABLE:** This agreement shall be governed in accordance with the laws of the State of Illinois. Any and all litigation arising from, or as a result of this Agreement will be conducted in Chicago, Illinois and shall be governed in accordance with the laws of the State of Illinois without regard to choice of law principles. This application does not represent a joint venture between HIMSS and the Exhibitor; each shall retain the status of independent contractor and shall not have the authority to bind or represent the other. The agreement may not be assigned to another person or entity without prior written consent from HIMSS.