



Space reservation form and booking contract.

All details to be completed in block capital letters and sent to ahcontract@informa.com

A. Company and contact information.

Company Name BONEGRAFT BİYOLOJİK MALZ. SAN. VE TİC. A.Ş.
 Address 1 EGE ÜNİ. SİT. IDEERTEK. GELS. MERK. A.Ş.
 Address 2 ERZENE MAH. ANKARA CAD. 172/67 BORNova
 Address 3 İZMİR
 City İZMİR / 35060
 Postal Code 35060
 Country TURKEY
 Telephone Number +902323733338
 Fax Number +902323733339
 TRN Number 1790654606

I require invoices to be sent to a different address (select if applicable):

Company Name _____
 Address 1 _____
 Address 2 _____
 Address 3 _____
 City _____
 Postal Code _____
 Country _____

List people within your organisation responsible for various activities

Main Contact For All General Enquiries

Name BURAK TULU
 Email b.tulu@bonegraft.com.tr
 Direct Phone +905321357485

Logistics / Operations Contact

Name GAMZE EVCI
 Email g.evci@bonegraft.com.tr
 Direct Phone +905385600238

Billing, Accounts & Payment Contact

Name _____
 Email _____
 Direct Phone _____

Marketing Contact

Name _____
 Email _____
 Direct Phone _____

Company product(s) and service(s).
 Please select the relevant sector
 for your company:

- ☐ Disposables & consumer goods
☐ Healthcare & general services
☐ Healthcare infrastructure & assets
☐ Imaging & diagnostics
☐ IT Systems/solutions
☐ Preventative & post diagnostics
 treatments
☐ Medical equipment & devices
☒ Orthopaedic & physiotherapy/
 rehabilitation

B. Exhibition stand packages.

Shell scheme packages. (Minimum 9m ²)	Size (Insert).	Gold Zone cost per m ² .	Silver Zone cost per m ² .	Bronze Zone cost per m ² .	Standard cost per m ² .	Cost (Insert).	Select.
Standard package. Includes rear & side walls, fascia, electrics, hall security and lighting.	9	US\$ 882	US\$ 872	US\$ 864	n/a	7.848 \$	<input checked="" type="checkbox"/>
Upgraded package. As per standard package + lightbox with graphics and large fascia board with graphics.		US\$ 1,237	US\$ 1,229	US\$ 1,221	n/a		<input type="checkbox"/>
Standard package – concourse. Includes rear & side walls, fascia, electrics, hall security and lighting.		n/a	n/a	n/a	US\$ 1,355		<input type="checkbox"/>
Upgraded package – concourse. As per standard package + lightbox with graphics and large fascia board with graphics.		n/a	n/a	n/a	US\$ 1,712		<input type="checkbox"/>
New Exhibitor Package. Shell Scheme Space Located in the Al Multaqua Ballroom Includes rear & sidewalls, fascia, electrics, hall security and lighting 1 x Half Page Advert in Arab Health Show Catalogue		n/a	n/a	n/a	US\$ 970		<input type="checkbox"/>

Space only stands. (Minimum 21m ²)	Size (Insert).	Gold Zone cost per m ² .	Silver Zone cost per m ² .	Bronze Zone cost per m ² .	Standard cost per m ² .	Cost (Insert).	Select.
Space only. Exhibitor provides their own stand, furniture and fittings.		US\$ 792	US\$ 782	US\$ 774	n/a		<input type="checkbox"/>
Second level space. Only applicable for space only packages. Only applicable for permitted areas.		US\$ 395	US\$ 391	US\$ 387	n/a		<input type="checkbox"/>
Space only – concourse. Exhibitor provides their own stand, furniture and fittings. 4m maximum height build. Second level not applicable.		n/a	n/a	n/a	US\$1,300		<input type="checkbox"/>

Corner pricing. (Applicable to all packages)	Corners. (Insert).				Standard cost per corner.	Cost (Insert).	Select.
Charge per corner Charges applicable depending on how many corners each stand has on a block. 1 Full block = 4 corners.	1	n/a	n/a	n/a	US\$ 500	500 \$	<input checked="" type="checkbox"/>

Late booking fee – applicable from 1 October 2019.

PLEASE NOTE: A late fee of 5% will be added to any total for bookings made on or after 1 October 2019

C. Additional Fees.

Please be aware that these will automatically be incorporated into your total fee.

Description.	Cost.
Administration fee. Includes exhibitor insurance (details of which are set out in the Manual) and administration fee. Insurance cover is applicable for each stand number. Administration fee is applicable for each stand number.	US\$ 275
Omnia Basic Package – Official Online Show Directory (Mandatory) Benefit from exposure to show visitors, from 90 days prior to 30 days post show Features: <ul style="list-style-type: none"> ■ Year-round company listing with description & contact details ■ Upload all your products with images ■ Basic dashboard access ■ Supplier Finder inclusion (On-site navigation tool) ■ Basic listing on Printed Show catalogue ■ Basic listing on Mobile App 	US\$ 275

D. Enhanced exposure.

High impact opportunities.

Promotional activities carried out by companies before, during and after Arab Health are what shape the experience of the attendees and promote knowledge sharing and business networking. We offer a variety of marketing channels and platforms throughout the Arab Health show lifecycle that can be used to optimise your brand and message. Think outside of your stand space! Contact Pyotr Bakass on impact@informa.com for more information.

Catalogue advertising.	Cost.	Select.
Half Page Advert	US\$ 1,750	<input type="checkbox"/>
A4 Advert in Standard Position	US\$ 2,960	<input type="checkbox"/>
A4 Advert in Premium Position	US\$ 3,570	<input type="checkbox"/>
Catalogue Covers and Bookmark Opportunities	US\$ TBC	<input type="checkbox"/>

Pre-show planner advertising.		
Half A4 Page Advert	US\$ 1,350	<input type="checkbox"/>
Full A4 Page Advert	US\$ 2,500	<input type="checkbox"/>

Arab Health Congress.

Please contact us on arabhealth@informa.com to discuss delegate passes for the Arab Health Congress: www.ahcongress.com

Lead retrieval.

One of the most important activities for a company to do after an exhibition is to follow on all the leads that were generated during the show. The most effective way to approach this is to first make sure you have an efficient system to capture all the data of the potential customers that come to your stand – there is no better way to do this than through the Arab Health Lead Retrieval System! Contact us arabhealth@informa.com for more information.

E. Show booster plans.

Description.	Benefits.	Cost.	Select.
Omnia Enhanced Package – Official Online Show Directory (Best value plan)	<p>Enhanced visibility and benefit from marketing opportunities This includes all the basic package features, PLUS the below:</p> <p>Features:</p> <ul style="list-style-type: none"> ■ Company Logo inclusion ■ Also upload catalogues, product videos and other marketing materials ■ Comprehensive dashboard access; marketing & trends summary ■ Highlighted Listing Priority under relevant search ■ One promotional e-Newsletter appearance ■ 10% Discount on all other Informa Healthcare digital opportunities ■ Dedicated customer support ■ Enhanced listing on Printed Show catalogue ■ Enhanced listing on Mobile App 	US\$ 1,925	<input type="checkbox"/>

F. Total Costs.

Please complete the total costs below as necessary:

Exhibition stand package.	US\$ 8348
Additional fees.	US\$ 550
Catalogue advertising.	US\$
Pre-show planner advertising.	US\$
Show booster plans.	US\$
TOTAL	US\$ 8.898
5% VAT	US\$ 444,9
TOTAL INC VAT	US\$ 9.342,9

G. Preferred Partners.

To ensure you have the best experience as an exhibitor at Arab Health 2020, we have developed long-term relationships with the most quality focused, reliable and responsive vendors in the industry.

Our preferred partners offer the best-in-class service for you as our client, and we encourage you to engage with them for any travel, accommodation, logistic or stand build needs you may have.

Interested to find out more? Please select your areas of interest below and we will be in touch with more information:

- ☐ Stand Design and Build
☐ Logistics
☐ Hotels
☐ Airline

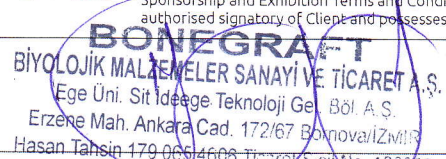
H. Payment schedule and procedure.

- 50% immediate payment to be made upon receipt of invoice.
- 50% final payment to be made at least four (4) months prior to the opening day of the exhibition

Payment methods.

USD BANK TRANSFER	AED BANK TRANSFER	CHEQUE PAYMENT
Beneficiary Name: Informa Middle East Limited, Dubai Branch Bank Account: 1024839843507 (USD) Bank Name: Emirates NBD Bank Bank Address: Emirates NBD Bank PJSC, PO Box 777, Dubai, UAE Swift Code: EBILAEAD IBAN Number: AE790260001024839843507	Beneficiary Name: Informa Middle East Limited Dubai Branch Bank Account: 1014839843506 (AED) Bank Name: Emirates NBD Bank Bank Address: Emirates NBD Bank PJSC, PO Box 777, Dubai, UAE Swift Code: EBILAEAD IBAN Number: AE710260001014839843506	Cheques are to be crossed and made Payable to: Informa Middle East Limited Mailed to: Informa Middle East Limited P.O. Box 9428 Level 20 World Trade centre Tower Dubai, United Arab Emirates Attn: Accounts Receivable Department

Payment of the fees into Informa's designated bank account only shall satisfy Client's payment obligations under this Contract. BEWARE!
- Client should be vigilant of false change of bank account communications, identity theft and other scams. If Client receives any communication notifying Client of a change in Informa's designated bank account, Client should contact Informa immediately to verify authenticity. Informa shall not be responsible for any losses suffered by Client due to third party fraud or misdemeanour.

SIGNATURE		This Booking Form and the Informa Sponsorship and Exhibition Terms and Conditions, which are incorporated into this Booking Form, together constitute the Contract between Informa and Client. By signing this Booking Form, Client confirms that it has read and understood both the Booking Form and the Informa Sponsorship and Exhibition Terms and Conditions, and acknowledges and agrees to be bound by their terms. The signatory to this Booking Form is signing as the authorised signatory of Client and possesses all necessary power and authority to bind Client to this Contract.	
Signature:	 BİYOLÖJİK MALZEMELER SANAYİ VE TİCARET A.Ş. Ege Üni. Sit. İdeage Teknoloji Ge. Böl. A.Ş. Erzene Mah. Ankara Cad. 172/67 Beşiktaş/İSTANBUL Hasan Tahsin 179 065 4608 Tic. Sic. No: 19373 Tic. Sic. No: 19373 Faks: 0 232 373 33 38	Apply company stamp here:	
Print name and job title of signatory:	ZAFER GAVUS	Date:	16.07.2019

Email the contract to: ahcontract@informa.com

INFORMA SPONSORSHIP AND EXHIBITION TERMS AND CONDITIONS

1. Definitions

In these Conditions, the following terms have the following meanings:

- 1.1. **Booking Form:** the booking form to which these Conditions are attached setting out the details of the Package or such other document setting out the details of the Package as Informa may choose in its sole discretion to accept;
- 1.2. **Client:** the person, company or other entity set out in the Booking Form;
- 1.3. **Closing Date:** the last date on which the Exhibition is open to members of the public;
- 1.4. **Conditions:** these terms and conditions;
- 1.5. **Contract:** together, these Conditions and the Booking Form;
- 1.6. **Data Protection Law:** the Regulation and the Directive, as amended or replaced from time to time, and all other national, international or other laws related to data protection and privacy that are applicable to any territory where Informa or Client processes personal data or is established;
- 1.7. **Directive:** the European Privacy and Electronic Communications Directive (Directive 2002/58/EC);
- 1.8. **Exhibition:** the exhibition organised by Informa set out in the Booking Form;
- 1.9. **Fees:** the fees payable by Client for the Package set out in the Booking Form;
- 1.10. **Force Majeure Event:** any event arising that is beyond the reasonable control of Informa (including, without limitation, royal demise, venue damage or cancellation, industrial dispute, governmental regulations or action, military action, epidemic, fire, flood, disaster, third party contractor/supplier failure, civil riot, acts of terrorism or war);
- 1.11. **Intellectual Property Rights:** trade marks, logos, trading names, rights in design, copyrights, database rights and all other intellectual property rights or analogous rights, whether registered or unregistered, anywhere in the world;
- 1.12. **Informa:** Informa Middle East Limited (Dubai Branch), whose place of business is at Office 20.01, Level 20, Sheikh Rashid Tower, Dubai World Trade Centre, P.O. Box 9428, Dubai, UAE;
- 1.13. **Informa Group:** includes any entity whose ultimate parent company is Informa plc;
- 1.14. **Manual:** the manual (if any) provided to Client by Informa in respect of the Exhibition, as updated by Informa from time to time;
- 1.15. **Materials:** all materials and information of Client including, without limitation, logos, artwork and profile, required by Informa for the purposes of the Sponsorship;
- 1.16. **Owners:** the owners and/or management of the Venue;
- 1.17. **Package:** the Space and/or Sponsorship package in relation to the Exhibition set out in the Booking Form;
- 1.18. **Regulation:** the General Data Protection Regulation (Regulation (EU) 2016/679);
- 1.19. **Reportable Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;
- 1.20. **Space:** the exhibition space allocated to Client set out in the Booking Form;
- 1.21. **Sponsorship:** the sponsorship element of the Package set out in the Booking Form (which may include, without limitation, advertisements);
- 1.22. **Venue:** the venue at which the Exhibition is to be staged; and
- 1.23. the terms **personal data, controller, processor, processing, data subject** and **supervisory authority** shall have the meanings ascribed to them under the Regulation.

2. Package

Once submitted to Informa, a Booking Form is irrevocable by Client. Informa reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Informa to Client (whether or not it is received).

3. Fees

- 3.1. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. Informa shall have no liability whatsoever if Client pays the Fees (or any proportion thereof) into any bank account other than the bank account specifically designated by Informa to Client for payment. In particular, Informa shall not be responsible for any losses suffered by Client due to third party fraud or misdeemeanour, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into Informa's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in Informa's designated bank account, Client is required to verify the authenticity of the same directly with Informa. Without prejudice to any other right or remedy it may have, if Informa does not receive the Fees into Informa's designated bank account in cleared funds by the due date for payment, Informa shall be entitled to: (i) refuse Client, its employees and other representatives entry to the Exhibition, and/or (ii) refuse to provide any element of the Package.
- 3.2. It is the intent of the parties that Informa will receive the Fees net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes (**Taxes**), all of which shall be paid solely by Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).

4. Client's general obligations

- 4.1. Client shall comply with (i) all laws (including, without limitation, all laws relating to anti-bribery and corruption or trade sanctions), (ii) any instructions issued by Informa or the Owners (including, without limitation, in relation to health and safety or security requirements), and (iii) the provisions of the Manual (if any), including, without limitation, any rules, regulations and operational requirements stated therein.
- 4.2. Client warrants that: (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and (ii) the person signing this Contract on behalf of Client has the requisite authority to do so.
- 4.3. Client, its employees and other representatives must not: (i) act in any manner which causes offence, annoyance or inconvenience to Informa, the Owner or any other Exhibition attendees, (ii) do anything which might adversely affect the reputation of Informa, the Owners or the Exhibition, and/or (iii) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of Client.
- 4.4. Client is required to be adequately insured to participate in the Exhibition. Where Client pays an administration fee (including insurance cost) as stated on the Booking Form, Informa shall extend its own contract of insurance (which provides cover to the Informa Group) for the benefit of Client also (**Extended Cover**). At the request of Client, Informa shall provide a summary of the terms of the Extended Cover. Informa does not provide any advice concerning the Extended Cover and it is for Client to assess the summary of the terms and decide if it is adequate to cover Client's participation in the Exhibition. Where Client does not pay an administration fee (including insurance cost) as stated on the Booking Form, Client shall itself take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than US\$2,000,000 per occurrence or claim. Informa shall be entitled to inspect Client's insurance policy on request.
- 4.5. Client is solely responsible for obtaining passports, visas and other necessary

documentation for entrance into the country where the Exhibition is held. If Client, its employees and other representatives cannot attend the Exhibition due to a failure to obtain such documentation, the Fees shall remain due and payable in full.

- 4.6. Client is solely responsible for obtaining any licences or other necessary consents required for Client to participate in the Exhibition, including, without limitation, any licences or other necessary consents required for the playing of music or any other audio or visual material by Client.
- 4.7. Client consents to its details (including, without limitation, its name, logo or any other information) being: (i) published in the Exhibition show guide and any other Exhibition promotional materials, and (ii) displayed on the Exhibition website. Although Informa shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
- 4.8. All unauthorised filming, sound recording and photography of the Exhibition and transmission of audio or visual material is expressly prohibited. Client consents to: (i) the filming, sound recording and photography of the Exhibition, which may include, without limitation, Client's employees and other representatives, and (ii) the use by Informa of any such film, sound recording or photography anywhere in the world for promotional and other purposes.

5. Data protection

For the purposes of this Contract and either party's processing of personal data in connection with this Contract, the parties agree that each party acts as a data controller. Each party shall (i) only process personal data in compliance with, and shall not cause itself or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same.

6. Specific terms relating to Space

- 6.1. Informa reserves the right at any time to make such alterations in the floor plan of the Exhibition or in the specification of the Space as Informa in its absolute opinion considers to be in the best interests of the Exhibition, including, without limitation, altering the size, shape or position of the Space and/or the exhibition stand therein. If the size of the Space is reduced, Client will receive a pro-rata refund of the Fees payable in respect of the Space.
- 6.2. Informa permits Client to use the Space for the purpose of displaying exhibits at the Exhibition. Such use shall not constitute a tenancy and Client shall have no other rights to or interest in the Space. Client is only permitted to conduct business from the Space and shall not canvass or solicit for business in any other area of the Venue.
- 6.3. Client undertakes: (i) to occupy the Space in time for the opening of the Exhibition, (ii) at all times during the Exhibition to ensure that its exhibition stand is staffed by competent personnel and is clean, tidy and well presented (failing which, Informa reserves the right without liability to arrange for this to be done at Client's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the Exhibition.
- 6.4. Client shall not permit the display of any exhibits that do not exclusively relate to Client's own commercial activities. Informa reserves the right, without liability and at Client's risk and expense, to remove any exhibit which Informa considers in its reasonable opinion contravenes any law, infringes the Intellectual Property Rights of any third party, is likely to cause offence or which otherwise does not comply with these Conditions.
- 6.5. Informa will be responsible for setting-up a shell scheme for Client's exhibition stand in the Space only where it has expressly agreed to do so in the Booking Form. Client is solely responsible for all aspects of dressing and branding the Space.
- 6.6. Unless the provisions of Condition 6.5 apply, Client is solely responsible for all aspect of the set-up of the Space, including, without limitation, the shell scheme and exhibition stand construction, branding and dressing.
- 6.7. Client may not share the Space with any third party without the prior written consent of Informa. If and to the extent that Client is permitted to share the Space, Client shall remain responsible for the Space in its entirety and shall be liable for any breach of the terms of this Contract by any party with whom the Space is shared.
- 6.8. If Client is in breach of this Contract or is otherwise engaged in any activity that might jeopardise the safety of the Exhibition or any Exhibition attendees, Informa reserves the right without liability to close Client's exhibition stand.

7. Specific terms relating to Sponsorship

- 7.1. Client shall: (i) provide Informa with all Materials within any deadlines specified by Informa, and (ii) comply with Informa's specifications in relation to all Materials. If Client does not, Informa reserves the right to refuse to print or otherwise use any or all of the Materials (but all Fees in respect of the Sponsorship shall remain due and payable in full).
- 7.2. Client shall ensure that all Materials: (i) are accurate and complete and do not contain any information which may cause offence or be defamatory, and (ii) do not infringe the Intellectual Property Rights of any third party.
- 7.3. Although Informa shall take reasonable care in the production of any material incorporating the Materials, it shall not be liable for any errors, omissions or misquotations that may occur. All Materials are subject to the approval of Informa. Informa reserves the right to reject any Materials at any time after receipt. Informa will use its reasonable endeavours to provide the Sponsorship in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.
- 7.4. Client hereby grants to Informa a non-exclusive, royalty free licence to use the Materials and Client's details in connection with the creation of any materials relating to the Exhibition. Client acknowledges that, in view of the time and cost required in preparing such materials, in circumstances where this Contract is terminated Informa may at its discretion continue to use the Materials and Client's details after termination of this Contract where the time and cost required to remove the same from any materials relating to the Exhibition cannot reasonably be justified by Informa.
- 7.5. If Client is in breach of this Contract, Informa reserves the right without liability to refuse to use any Materials or provide any element of the Sponsorship.

8. Visitor, delegate and Client's personnel/sub-contractor passes

Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to Informa's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client will be supplied with passes for its personnel and sub-contractors (as applicable) who are working at the Exhibition and such passes must be produced by such personnel/sub-contractors on request at the Exhibition. Informa may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

9. Limitation of rights granted

Client's rights in relation to the Exhibition are strictly limited to those set out in the Package. Client shall be permitted to advertise in a proportionate manner on its own website the fact of its attendance and participation in the Exhibition, including, without limitation, by providing a web link to the Exhibition's website, provided that Informa may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to: (i) exploit any rights of a commercial nature in connection with the Exhibition; (ii) establish a website relating to the Exhibition; or (iii) otherwise promote or advertise its association with the Exhibition or Informa, except as expressly stated herein or with the prior written consent of Informa. Nothing in this Contract shall be construed as granting to Client any right, permission or licence to use or exploit the Intellectual Property Rights of any member of the Informa Group.

10. Changes to the Exhibition

Informa reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, venue and timings of the Exhibition. If any such changes are made, this Contract will continue to be binding on both parties, provided that the Package shall be amended as Informa considers necessary to take account of the changes.

11. Cancellation and changing the date of the Exhibition by Informa

- 11.1. Informa reserves the right to cancel or change the date of the Exhibition at any time and for any reason (including, without limitation, if a Force Majeure Event occurs which Informa considers makes it impossible, inadvisable or impracticable for the Exhibition to be held).
- 11.2. In the event that the date of the Exhibition is changed or where the Exhibition is cancelled for the current year but is reasonably expected by Informa to be held in the following year, this Contract will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Exhibition on the new date (or the Exhibition in the following year, as the case may be) in the same way that they would have applied to the originally scheduled Exhibition. For the avoidance of doubt, nothing in this Condition 11.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.
- 11.3. Where the Exhibition is cancelled and is not reasonably expected by Informa to be held in the following year the terms of this Condition 11.3 shall apply:
 - 11.3.1. if the Exhibition is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 11.3.2 apply), this Contract shall terminate without liability provided that, at Client's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and Client will be released from paying any further proportion of the Fees;
 - 11.3.2. if the Exhibition is cancelled as a result of a Force Majeure Event, this Contract shall terminate without liability provided that: (i) Informa shall be entitled to retain an amount equal to 50% of the total Fees (the **Revised Fees**) from any proportion of the Fees already paid or, where no Fees have been paid or where the proportion of the Fees already paid is less than the Revised Fees, Informa shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Revised Fees, which will become immediately due and payable; and (ii) after the deduction of the Revised Fees, at Client's election, any proportion of the Fees already paid will be either refunded or a credit note issued for the amount of Fees already paid and Client will be released from paying any further proportion of the Fees.
- 11.4. Client acknowledges that the provisions of this Condition 11 set out Client's sole remedy in the event of cancellation or the changing of the date of the Exhibition and all other liability of Informa is hereby expressly excluded.

12. No right of cancellation by Client

The application for the Package is irrevocable by Client and Client has no rights to cancel this Contract. Save as expressly set out in these Conditions, no refunds will be given and the Fees shall remain due and payable in full.

13. Termination

- 13.1. Informa may terminate this Contract without liability immediately at any time by written notice to Client if Client: (i) has committed a material breach of any of its obligations under this Contract or any other agreement between any member of the Informa Group and Client and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Exhibition); or (ii) goes into liquidation, is declared insolvent, ceases to carry on business or suffers any analogous event in any jurisdiction. Without prejudice to any other right or remedy it may have, in the event that Informa terminates this Contract pursuant to this Condition 13.1, Informa shall not be required to refund any Fees received from Client and Informa shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable.
- 13.2. Informa may terminate this Contract without liability immediately at any time by written notice to Client if Informa: (i) determines in its absolute discretion that the provision of the Package to Client is not (a) in the best interests of the Exhibition, and/or (b) in Informa's legitimate commercial interests; and/or (ii) is required by any applicable law or instructed by any financial institution to cease trading (a) with certain individuals and/or entities, and/or (b) in certain geographical locations. In the event that Informa terminates this Contract pursuant to this Condition 13.2, any proportion of the Fees already paid will be refunded and Client will be released from paying any further proportion of the Fees. Client acknowledges that the refund of Fees paid is Client's sole remedy in the event of termination by Informa under this Condition 13.2 and all other liability of Informa is hereby expressly excluded.
- 13.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, Informa reserves the right without liability to close Client's exhibition stand, remove Client's employees and other representatives from the Exhibition, cover over any Materials, remove and despatch any exhibits or other property of Client to Client's address (at Client's risk and expense). Informa shall be free to re-sell any aspects of the Package as it shall think fit.
- 13.4. Conditions 7.4, 9, 11, 12, 13, 14 and 15 shall survive termination of this Contract.

14. Liability and indemnity

- 14.1. Informa does not make any warranty as to the Exhibition or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any other exhibitor, sponsor or Exhibition attendee; or (ii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Exhibition. Except as set out in these Conditions, to the fullest extent permitted by law, Informa excludes all conditions, terms, representations and warranties relating to the Exhibition and the Package that are not expressly stated herein.
- 14.2. Informa shall not be liable to Client for any loss or damage suffered or incurred by Client in connection with the provision of any services supplied by third parties in relation to the Exhibition and/or the Package, including, without limitation, the provision of utilities, AV, stand-building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors or the Owners. Without limitation to the foregoing, Client acknowledges that services provided to Client by Informa's official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).
- 14.3. Subject to Condition 14.5: (i) Informa shall not be liable to Client for any (a) indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of goodwill or any other type of economic loss, or (b) loss (or theft) of or damage to the person, property and effects of Client, its employees or other representatives; and (ii) Informa's maximum aggregate liability to Client under this Contract or otherwise in connection with the Exhibition and/or the Package shall be limited to the total amount of the Fees paid by Client.
- 14.4. Client shall indemnify Informa against: (i) any loss of or damage to any property or injury to or death of any person caused by any act or omission of Client, its employees, other representatives or sub-contractors; and (ii) any loss, damage or expense suffered or incurred by Informa as a result of a third party claim that either (a) the display of any exhibits by Client at the Exhibition, or (b) Informa's receipt or use of the Materials, constitutes an infringement of the Intellectual Property Rights of any third party.
- 14.5. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by the applicable law.
- 14.6. The provisions of this Condition 14 shall not be a bar to Client's benefit and ability to raise a claim under any Extended Cover that may have been taken-up by Client pursuant to Condition 4.4, provided that Client can demonstrate a claimable loss under the terms of the Extended Cover. Where Client has taken-up Extended Cover and there is an occurrence which may give rise to a claim under the terms of the Extended Cover, Client will advise Informa in writing immediately (but no later than 7 days from the Closing Date of the Exhibition) and provide all related documentation that is necessary to assess the claim. Client undertakes to cooperate with Informa, the insurer/underwriters and the designated loss adjuster (if any) with any investigations surrounding the claim. Informa undertakes to promptly forward to the insurer/underwriters and the designated loss adjuster (if any), within 7 days, any claim submitted to it by Client pursuant to the Extended Cover and to facilitate any investigations where necessary. Any fraud, intentional misstatement or concealment of material information by Client will result in any benefits under the Extended Cover being forfeited.

15. General

- 15.1. Informa reserves the right to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.
- 15.2. From time to time, Informa, the Owner and their respective employees, other representatives or sub-contractors may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (**Works**). Informa (and its employees, other representatives and sub-contractors) shall not be liable for any damage, loss or inconvenience suffered or incurred by Client, its employees or other representatives by reason of any matter relating to the Works.
- 15.3. Without prejudice to Condition 11.3.2, Informa shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. For the avoidance of doubt, nothing in this Condition 15.3 shall excuse Client from the payment of the Fees under this Contract.
- 15.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.
- 15.5. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.
- 15.6. Each party acknowledges that this Contract constitutes the entire agreement between the parties in relation to the Exhibition and that it does not rely upon any statement, representation, assurance or warranty that is not set out in this Contract. No variation of this Contract shall be effective unless it is made in writing and signed by both parties.
- 15.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of Informa. A person who is not a party to this Contract shall not have any rights under or in connection with it. Informa shall be entitled to assign any and all of its rights under this Contract to any member of the Informa Group and the consent of Client shall not be required. Informa shall be entitled to sub-contract any and all of its obligations under this Contract to any member of the Informa Group or any third party contractor assisting Informa with the staging of the Exhibition and the consent of Client shall not be required.
- 15.8. No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 15.9. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 15.9 shall not affect the validity and enforceability of the rest of this Contract.
- 15.10. This Contract shall be governed by the laws of Dubai and such federal laws of the UAE as are applicable in Dubai. Any dispute arising out of or in connection with this Contract shall be referred to and finally resolved by arbitration under the rules of the DIFC-LCIA Arbitration Centre (the **Rules**) applicable at the time of reference. The place of arbitration shall be the Dubai International Financial Centre. The arbitration shall be conducted in the English language before a single arbitrator appointed in accordance with the Rules.

SIGNATURE

This Booking Form and the Informa Sponsorship and Exhibition Terms and Conditions, which are incorporated into this Booking Form, together constitute the Contract between Informa and Client. By signing this Booking Form, Client confirms that it has read and understood both the Booking Form and the Informa Sponsorship and Exhibition Terms and Conditions, and acknowledges and agrees to be bound by their terms. The signatory to this Booking Form is signing as the authorised signatory of Client and possesses all necessary power and authority to bind Client to this Contract.

Signature:

BONEGRAFT
BİYOLÖK MALZEMELER SANAYİ VE TİCARET A.Ş.
Ege Üni. Sit. İçdege Teknoloji Gel. Böl. A.Ş.
Erzene Mah. Ankara Cad. 172/67 Bornova/İZMİR
Hasan Tahsin 179 065 4606 Ticaret Sicil No: 193337
Tel: 0 232 373 33 38 Faks: 0 232 373 33 38

Apply company stamp here:

Print name and job title of signatory: **2AFER GAVUŞ**

Date:

16.07.2019

Email the contract to: ahcontract@informa.com