FPD China 2023

EXHIBIT SPACE APPLICATION GUIDELINES

The following information corresponds to each section of the application. Please refer to this page when completing the application. Check off the box when each section is complete.

☐ Section 1. EXHIBITING COMPANY INFORMATION

Provide contact information in order to receive all exhibitor mailings and information related to FPD China 2023. This address and contact person will receive all material relating to the coordination of the booth space. For billing information or a request for another person to receive email updates please see the Special Request Form, Section 6.

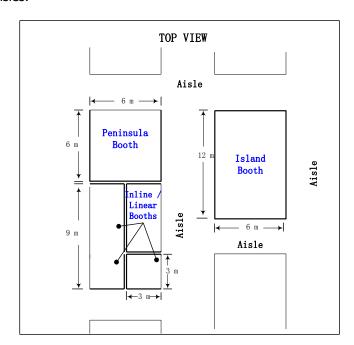
- No P.O. Boxes please.
- Please complete the Contact Information with a full English name as well as a phone number and email address so we may contact you with relevant exhibit information throughout the year.

Section 2. BOOTH PREFERENCE

Provide the number of decorated or raw booths you would like as well as the preferred configuration. SEMI will do their best to accommodate your configuration request, but we cannot guarantee it will be available at your assignment time.

For your configuration request, please number your requests in order of preference (1, 2, and 3). Make any special requests (e.g. corner location) on the Special Request Form, Section 6. Definitions of configurations are below:

- **Inline (linear):** One or more standard (3m x 3m) booth units in a straight line.
- **Peninsula (minimum of 4 booths):** A minimum depth of 6m and a back wall area of 6m. A peninsula has 3 sides open to the aisle.
- **Island (minimum of 8 booths):** A minimum configuration of 6x12m with 4 sides open to the aisles.



(cont'd on next page)

0	Section 3&4.	BOOTH COST AND PAYMENT Using the booth cost per square meter from Section 3, calculate your total booth fees and enter the amount in Section 4. The 100% full payment is required with the application. The application acts as your official invoice. Should you require an invoice to be generated to assist in your payment arrangements, please contact SEMI immediately. Booth space will not be assigned without the full payment being made. Use the enclosed Payment Information Form for clarification on the different payment options.
	Section 5.	SIGNATURE AND SEAL By signing and affixing your company seal on the application, you agree to abide by exposition rules and regulations as defined in the Exhibitor Services Manual, memos issued prior to the show, and terms printed on pages two and three of the Application / Contract for Exhibit Space. Applications / Contracts received without a signature or a company seal will not be accepted.
	Section 6.	SPECIAL REQUEST FORM:
		• A – List your preferred booth locations, halls, etc., as well as any requests you may have

- such as a separate billing address and contact and/or a request for a secondary contact person to receive emails.
- **B** China Office Contact If applicable, please provide us with a local office contact including Chinese name, address, phone and email.
- **C** All Non-Member companies need to complete a brief product description to qualify for exhibit space at FPD China 2023.
- **D** Exhibitor Services Manual: The Exhibitor Services Manual will be available online. We will send you the information through an Exhibitor Update.

APPLICATION / CONTRACT FOR EXHIBIT SPACE



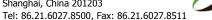
CONDITIONS.

FPD China 2023 Shanghai New International Expo Centre 2345 Long Yang Road Pudong New Area Shanghai, China June 29 – July 1, 2023

MANAGED BY: SEMI® China

E-MAIL: semichina@semi.org

8th Floor, 2nd Building, 1158 Zhangdong Road Zhangjiang Hi-tech Park, Pudong Shanghai, China 201203





1. EXHIBITING COM	PANY INFORM	MATION		
All show-related material will	be sent to the add	ress and contact listed below.	List Street addresses only - NO	POST OFFICE BOXES PLEASE.
Company Name (English): _		Compa	any Name (Chinese if applicable):
Membership Number:	S	treet Address (No P.O. Boxes):		
City/State:		Country: _		Postal Code:
Contact:	Title:	Telephone:	Cell Phone:	Fax:
E-Mail:		Website:	Please attach and	y additional contact information if necessary
2. BOOTH PREFEREN	ICE			
Total number of 3m s Includes: hard walls (lding chairs, waste basket, carp	et, power point, name fascia.
Raw space is the Rent	tal of floor space on	requested (minimum of 2 boot and does not include any ut provide back and side walls.	ns) ilities, services, walls or furnishi	ngs.
CONFIGURATION PREFER	RRED (Number in c	order of preference):		
Inline (3m x 3m, 3r	n x 6m, etc.)	Peninsula (min. siz	e 6m x 6m) Island	I – Limited availability (min. size 6m x 12m)
3. BOOTH COST				
				booth unit is approximately 3x3 meters
unless otherwise noted. Rav		e no less than 2 booths. Bel Member* Booth Cost	ow are the FPD China 2023 boo Non-Member Boot	
Decorated Space		SD 518 per sqm	USD 742 per s	
**Raw Space	US	SD 468 per sqm	USD 675 per s	qm
* If you are a SEMI Member, ** Exclusive of Hall Manager		be active at all times to receiv rules.	e member pricing.	
4. PAYMENT				
This Application is a binding payment.	contract and acts a	s your official invoice for the r o	equired 100% exhibitor fee.	No space will be assigned without the full
USD (Cost of	each sqm) x	square meter (nu	imber of sqm required)	
Total Exhibit Space Fee	es	USD		
Total Due by: February	28, 2023	USD	· · · · · · · · · · · · · · · · · · ·	
SEMI accepts payment by Ba	ank Transfer or by c	check. Use the attached Payme	nt Information Form to record y	our payment information.
			E TO SEMI WILL NOT BE PRO HE SPACE FOR RE-ASSIGNM	DCESSED WITHOUT PAYMENT OF THE IENT.
5. SIGNATURE AND	SEAL (Please	keep a copy for your i	ecords)	
The submission of this contrac	t duly signed by an a	authorized agent/officer of the ex	hibiting company and affixed with	the company seal shall be deemed as

confirmation of participation and acceptance of these terms of contract by the exhibitor. The Exhibitor is bound to comply with the Stipulations/Terms and Conditions set forth in this contract, particularly the liquidated damages resulting from cancellation/reduction in booth space, Rules and Regulations defined in the Exhibitor Services Manual, and any subsequent correspondences issued by SEMI. This is a binding contract between the applicant / exhibiting company and SEMI. I HAVE RECEIVED AND READ THE SEPARATE "FPD CHINA 2023 STIPULATIONS / TERMS AND CONDITIONS" AND AGREE TO ABIDE BY THESE TERMS AND

Signature and Seal

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

<u> </u>		<u> </u>			
For SEMI USE Only					
Booth Location:	Hall:	Comments:			
Configuration:			INITIAL	Date	
Dimensions:	# sam·	APP / FNTERED:			

FPD China 2023 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.fpdchina.org. This Contract is entered into between an exhibiting company ("Exhibitor") and SEMI Headquarters ("SEMI"), based in Milpitas, California. SEMI China is registered as §
 §
mainland China as a legal entity.

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 Exhibitor's ultimate placement by SEMI shall be considered final, provided that SEMI reserves the rights to relocate an Exhibitor at any time, at its sole discretion, for the overall good of the show. SEMI is not obligated to reimburse the Exhibitor for any costs arising from such relocation.

PAYMENT TERMS

100% payment of booth fees is required with application submission. Exhibitors will receive a follow-up invoice for any remaining balance, which is due by **February 28, 2023**. If an Exhibitor does not comply with these Payment Terms, SEMI reserves the right to release such Exhibitor's space for re-assignment.

GENERAL RULES, TERMS AND CONDITIONS

- Each Exhibitor acknowledges that this Contract is entered into with SEMI. Each Exhibitor further acknowledges that the FPD China show is organized and owned by SEMI Headquarters and that SEMI China will be appointed by SEMI to manage the Exhibition.
- Each Exhibitor agrees that the rules and regulations of SEMI are made a part of this Contract and agrees to be bound by them. Each Exhibitor further agrees that SEMI has the full power to interpret and enforce all rules and regulations in the best interest of the FPD China show
- The signatory to the Application for exhibit space or his designee shall be an official representative of the Exhibitor and shall have the authority to certify representatives and act on behalf of the Exhibitor in all negotiations.
- 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.
- SEMI Membership must be active at all times to receive member pricing; otherwise, SEMI will invoice for the non-member rate.
- 6. 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 Exhibitors shall not be entitled to any claim for damages arising from such change or cancellation.

QUALIFICATIONS OF EXHIBITING COMPANY

Exhibitors must be manufacturers or independent representatives of manufacturers that produce equipment or materials for use by the semiconductor, flat panel display and electronic design automation industries, or that are used in relevant ancillary work (such as trade magazines or books, software houses, etc.). SEMI reserves the right to determine the eligibility of any product for display, and the Exhibitor shall immediately remove any product determined by SEMI to be ineligible for display upon SEMI's request. The Exhibitor represents and warrants that none of its products on display will infringe the rights of any third party. If any third party raises a claim against SEMI for the products displayed by the Exhibitor, SEMI shall have the right to terminate this Contract immediately upon notice to the Exhibitor and Exhibitor shall indemnify and hold SEMI harmless against all losses and liabilities associated with such a claim.

USE OF SPACE

An Exhibitor may not assign, sublet or re-sell, in whole or in part, their contracted space. An Exhibitor 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 Exhibitor that is party to this Contract (a "primary Exhibitor"); (ii) the primary Exhibitor shall continue to be primarily liable for all its obligations

under this Contract; (iii) the PRIMARY Exhibitor 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.

An Exhibitor wishing to erect a custom built booth taller than three (3) meters must occupy a minimum of 18 square meters raw space. Booths smaller than 18 square meters must utilize a "basic" or "premium" decorated booth offered by SEMI. Additionally, Exhibitor agrees to abide by all booth height restrictions as noted in the Exhibitor Service Manual

LIABILITY

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SEMI OR SEMI CHINA BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, NOR SHALL EITHER OF THEM 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), TO THE EXTENT REASONABLE, STRICT LIABILITY OR OTHERWISE.

Notwithstanding anything to the contrary in this Contract, the maximum aggregate liability of SEMI or SEMI China 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 and SEMI China 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 Exhibitor hereby agrees to indemnify, and holds harmless, SEMI and SEMI China and each of their respective 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 Exhibitor 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.

General security will be provided to Exhibitor, but SEMI and SEMI China 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.

Notwithstanding the above, nothing in this Contract excludes or limits SEMI or SEMI China's liability in relation to death or personal injury caused by i) their respective negligence or willful or reckless misconduct; ii) any fraud or fraudulent misrepresentation; and iii) any other liability that cannot, as a matter of law, be limited or excluded.

TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

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 SEMI 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 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 and/or SEMI China

("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. Exhibitor hereby grants to SEMI and SEMI China a non-exclusive, limited license to use Exhibitor's trademarks and logos and other Intellectual Property 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 and/or SEMI China's promotion of the Event and Exhibitor's participation in the Event, including without limitation on the SEMI and/or SEMI China website and in publications, advertising, and brochures. Exhibitor must supply samples of such trademarks and logos and other Intellectual Property and agrees to indemnify, and holds harmless SEMI and SEMI China and each of their respective 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 and other Intellectual Property in connection with the Event, including as a result of any third party claims against SEMI or SEMI China for infringing or misappropriating any intellectual property rights of the third party.

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 Exhibitor 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 Exhibitor arising from or relating to such cancellation. Should Exhibitor's display and/or material fail to arrive, Exhibitor is nevertheless responsible for the rental of its exhibit space.

COMPLIANCE WITH RULES

Each Exhibitor 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

- In the event of cancellation (partial or full) a written notice must be received by SEMI.
- If canceled on or before March 31, 2023, a cancellation fee of 30% of the canceled space will be assessed by SEMI.
- If canceled after March 31, 2023, 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 Exhibitor's 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 Exhibitor of the obligation to pay the assessment. SEMI must receive written notification of any cancellation. All booths must be set and show ready by 6:00 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.

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 other than SEMI and its affiliates. 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 People's Republic of China and 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 Hong Kong Special Administrative Region without regard to principles of conflicts of laws. Any controversy, dispute, or claim arising out of or relating to this agreement, including the existence, validity, interpretation, performance, breach or termination hereof, or any other dispute between the Exhibitor and SEMI arising out of or relating to the FPD China Show, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be the Hong Kong Special Administrative Region. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English. 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. 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. SEMI shall have the right to subcontract to a third party its rights, or obligations, or any portion thereof. If due to legal restrictions, the US entity is unable to perform the Contract or receive payment from a Chinese exhibitor, it may need to subcontract some of its rights under the Contract to a Chinese entity.

This Contract is the only agreement between the parties pertaining to its subject matter, and supersedes any draft or prior or contemporaneous agreement, discussion, or representation (whether written or oral) between the parties. All conditions, warranties or other terms not expressly contained in this Contract which might have effect between the parties or be implied or incorporated into this Contract, whether by statute, common law or otherwise, are hereby excluded. 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.

Section 6 - SPECIAL REQUEST FORM

A. SPECIAL REQUESTS: Please list any special requests in the space below. Be as specific as possible in explaining your needs. (e.g. expansion of space, corner location, hall preference, etc.). We cannot guarantee we will be able to honor your request; however, we will make every effort possible to accommodate your request. Please also indicate here if there is a separate billing address and contact (include phone, fax and email) or another contact to receive the email updates.
B. CHINA OFFICE CONTACT: Please provide us with a local office contact including company name, contact, address, phone, fax and email (Chinese Preferred).
C. BRIEF PRODUCT DESCRIPTION: All Non-Members, please provide us with a brief product description for qualification in FPD China 2023.
D. EXHIBITOR SERVICES MANUAL:

Please return this completed form with your Application/Contract by fax to: +86.21.6027.8511 (SEMI China)

The Exhibitor Services Manuals will be available online. We will send you the information through an Exhibitor Update.



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 SEMI will not be processed. Prior to any space assignment, the 100% full payment is required with Application/Contract.**

1. PAYMENT BY CHECK (U.S. Dollars Only)		
Company Name: Make checks payable to SEM		and send to:	
SEMI PO BOX 885589 Los Angeles, CA 900 USA	988	Express Mail Address SEMI Finance Dept. 673 South Milpitas Blvd. Milpitas, CA 95035 USA TEL: 1-408-943-6900	
	struct your bank to referer to your account. It is the	nce your Company Name and "FPD China 2023" on e customer's responsibility to track wire transfers wit	
Company Name:			
Originating Bank:			
Amount of Transfer:	Date (of Transfer:	
Bank Transfer Remittance Information	on:		
USD \$ Account Name: Wells Fargo Ba 420 Montgomer San Francisco,	nk	Company Address: 673 South Milpitas Blvd Milpitas, CA 95035 USA Account No. 4277-159497 Swift Code: WFBIUS6S ABA# 121-000-248	
3. PAYMENT BY CREDIT We accept Visa, MasterCard and A			
Credit Card Type:	Credit Card#:	Expiration Date:	_
Credit Card Holder Signature:			_
Billing Address (Address, City State	te Zip):		_
			_
FOR U.S. COMPANY:			
If your company requires a Po Purchase Order when submit Order number.		emitting payment, please attach a copy of you ontract and provide SEMI with your Purchase	r