

APPLICATION FORM

Name and job title of signatory: Mr/Ms.....

On behalf of the following "applicant" (exact entity name/legal form).....

Business address.....

City..... Prov/State..... Postal/ZIP code.....

Country..... Phone.....

Website..... Twitter account.....

Applicant's general Email address.....

Contact name (person to whom all practical information will be sent).....

Phone..... Ext..... Cell/Mobile.....

Email address of contact person.....

Invoices will be sent only by Email: if you have a dedicated address, please state here:

INVOICE DETAILS (if different from the business address):

Applicant Name.....

Address.....

City..... Prov/State..... Country..... Postal /ZIP code

Applicants must be manufacturers or exclusive distributors, with a minimum of a provincial distribution network. Applicants can only present new products, materials, applications or services that have been approved for ARCHITECT@WORK TORONTO 2020 or 2021 by the Canadian judging panel (consisting of both architects and interior designers). Products are assessed based on their degree of innovation and based on the information provided by the applicant. The judging panel performs the selection per product. The judges are not required to provide reasons for their decisions which are final and binding. If a minimum of one product is approved, the applicant is obliged to participate in ARCHITECT@WORK TORONTO 2021 with that approved product. In order to guarantee a well-balanced selection of exhibitors, a quota system per sector is applied.

APPLICANT'S PRODUCT CATEGORY (please check the appropriate box below):

- | | |
|---|--|
| <input type="checkbox"/> Framework: Building envelope
<input type="checkbox"/> Roof construction, load bearing structures
<input type="checkbox"/> Roof covering
<input type="checkbox"/> Drainage and rainwater systems
<input type="checkbox"/> Insulation, air & water tightness
<input type="checkbox"/> Façade, exterior cladding & finishes
<input type="checkbox"/> Exterior hardware, doors & window systems

<input type="checkbox"/> Building systems
<input type="checkbox"/> Heating, ventilation, air conditioning (HVAC)
<input type="checkbox"/> Renewable energy
<input type="checkbox"/> Plumbing
<input type="checkbox"/> Sanitary ware
<input type="checkbox"/> Electricity & controls
<input type="checkbox"/> Fixed lighting | <input type="checkbox"/> Interior finishing
<input type="checkbox"/> Interior layout/design
<input type="checkbox"/> Interior hardware
<input type="checkbox"/> Partition walls and ceilings
<input type="checkbox"/> Door fittings
<input type="checkbox"/> Floor coverings
<input type="checkbox"/> Wall coverings and decorative panels
<input type="checkbox"/> Paints and adhesives

<input type="checkbox"/> Services, IT & Media

<input type="checkbox"/> Organizations and Trade Associations |
|---|--|

XPO CANADA Ltd.
181 Bay Street, Suite 1800
TORONTO, ON CAN M5J 2T9

Contacts

Contact for North America:
Christine Heyman
+1 416 802 2514

Contact for Europe:
Sabine D'Haese
+ 32 56 24 11 51

Info
canada@architectatwork.com
www.architectatwork.com

The applicant commits to presenting the **following innovation(s)** at **ARCHITECT@WORK TORONTO 2021:**

.....

The applicant is:

- the manufacturer
 the exclusive distributor for the brand.....
 by.....
 the exclusive representative/reseller for the brand.....
 at **ARCHITECT@WORK TORONTO 2021** (confirmation from the manufacturer or exclusive importer enclosed)
 an institution (association, media, etc.)

Please note: You will receive the procedure on how to upload your innovations for approval on our online exhibitor portal, together with the confirmation of your inscription (this will be sent by e-mail).

Preferred booth number (see floor plan)

Give 3 choices in order of preference:

1st choice: 2nd choice 3rd choice

The organization will take these preferences into account, where possible, when allocating booth locations.

APPLICATION FEE

a. Turnkey Space

The agreement between the Exhibitor and Xpo Canada Ltd. includes the supplied standard turnkey booth. Exhibitors can order one booth per product sector. Distributors can present a maximum of two brands per booth (with a maximum of 2 booths per company).

Price: C\$8,950.00 for one booth. Second booth: C\$8,450.00 - HST is not included.

The application fee includes: the booth concept (walls, carpet, lighting and standardized signage), electrical connections, a multimedia workstation (for PC or documentation), 1 Visit connect app on 1 device (visitor lead retrieval app), furniture in the lounge zones, cleaning, a full colour insertion in the event guide, exhibitor badges, car-park vouchers, entry of the approved innovations (3 at most) in the 'Online Product Directory' powered by Archello, free basic WIFI and free catering for visitors and exhibitors.

b. Sponsorship package

Exhibitor (defined below under "Insurance & Liability") may order one **sponsorship package** for C\$2,500.00. There are 10 sponsorship packages available. The sponsorship package includes: your logo on all print media and mentioning at the entrance, extra visibility in the 'Online Product Directory', banner + link to your homepage on our website homepage, 2 tweets, 1 post on Instagram, 1 post on LinkedIn about your approved innovation.

APPLICATION FEE (before HST)					
If applicable, please indicate your PO number here:					
1 Turnkey space	1	x	\$8,950.00	=	CAD\$ 8.950,00
2 nd Turnkey space	1	x	\$8,450.00		\$.....
Sponsorship package	1	x	\$2,500.00		\$.....
Newsletter Product Visibility	1	x	\$1,600.00		\$.....
Subtotal					\$.....
Plus 13% HST					\$.....
TOTAL DUE (as set out below under "Payment")			=	CAD\$.....	

Courts competent to act

The agreement between applicant and Xpo Canada Ltd. shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada, and the courts of law situate in the City of Toronto shall have exclusive jurisdiction to resolve all disputes arising out of the agreement.

General terms and conditions for exhibitors

Applicant hereby confirms that applicant read this application and the Additional General Terms and Conditions for Exhibitors attached to this application, and accepts that these shall take precedence over any terms and conditions of applicant's own.

Limitation of liability

THE MAXIMUM LIABILITY OF XPO CANADA LTD. IS THE AMOUNT OF MONEY ACTUALLY PAID BY APPLICANT TO XPO CANADA LTD.

Date.....

Signature:

Are you interested in applying for another edition of ARCHITECT@WORK?

Please indicate below, so we can send you the relevant information.

- o **A@W France** (Paris/Marseille/ Lyon/Nantes/ Bordeaux)
- o **A@W Belgium** (Kortrijk/Brussels)
- o **A@W The Netherlands** (Rotterdam)
- o **A@W Luxembourg** (Luxembourg)
- o **A@W UK** (London)
- o **A@W Germany** (Berlin/Stuttgart/Munich/Düsseldorf/ Wiesbaden/Hamburg)
- o **A@W Austria** (Vienna)
- o **A@W Switzerland** (Zürich)
- o **A@W Italy** (Rome/Milan/Turin)
- o **A@W Spain** (Barcelona/Madrid/Bilbao)
- o **A@W Denmark** (Copenhagen)
- o **A@W Sweden** (Stockholm)
- o **A@W Norway** (Oslo)
- o **A@W Turkey** (Istanbul)
- o **A@W Poland** (Warsaw)

Insurance & Liability

Applicant, once accepted as an exhibitor ("Exhibitor"), must provide proof of liability insurance in the amount of at least C\$5,000,000 of combined single limit coverage for all hazards and liabilities, including Commercial General liability, with loss payable to Xpo Canada Ltd., Enercare Centre, City of Toronto, Enercare Inc., Allstream Inc., Maple Leaf Sports & Entertainment Ltd., BPC Coliseum Inc. and their respective directors, officers and employees as their respective interests may appear. Additionally, Exhibitor is responsible for providing adequate coverage for its own personnel, exhibits and materials against any and all hazards. All such insurance must be in place prior to the beginning of the event and remain in place for at least the entire duration of the event and for so long as the Exhibitor has any property or personnel at the Enercare Centre or its adjacent premises. Xpo Canada Ltd. assumes no risk, and by acceptance of this Agreement, the Exhibitor expressly releases Xpo Canada Ltd. and its officers, directors and employees of and from any and all liability for personal and property damages, loss of goods by fire, theft, damage or destruction and from any injury to Exhibitor or Exhibitor's employees while in the Enercare Centre or adjacent premises. The Exhibitor agrees to hold Xpo Canada Ltd. and its officers, directors and employees harmless for loss or damage experienced by Exhibitor from any cause whatsoever and from any action or inaction of any nature by Xpo Canada Ltd., including damage to Exhibitor's business by reason of failure to provide space or sufficient space for its exhibit or failure to hold the event as scheduled. The Exhibitor further agrees to indemnify and hold Xpo Canada Ltd. and its officers, directors and employees harmless from all liability arising from the acts of Exhibitor, its employees, agents, contractors, suppliers and invitees. **To assist exhibitors who do not have the required insurance coverage, Xpo Canada Ltd. has secured an Insurance Service package. Please see the online exhibitor portal section for details.**

Damage to property: Exhibitor is solely liable for any damage caused by Exhibitor or persons for whom it is legally responsible to building floors, walls or columns, or to standard booth equipment or to the property of other exhibitors. Exhibitor may not apply paint, lacquer, adhesives or other coatings to building columns and floors or to standard booth equipment.

Agreement

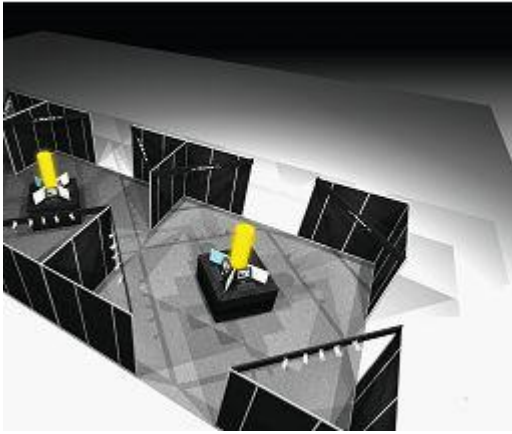
By signing the application form, the applicant makes a firm commitment, if selected as an exhibitor, to exhibit during ARCHITECT@WORK TORONTO 2021. This application validates participation in the selection procedure for exhibiting at ARCHITECT@WORK. By sending in the application form, the applicant is obliged to participate in ARCHITECT@WORK if it is selected to be an Exhibitor. The agreement between the organizer and the Exhibitor comes into being when the organizer sends an approval letter to the Exhibitor. This will include the number of the booth allotted to Exhibitor and any special conditions or specifications. The date of the approval letter shall be taken as the date on which the agreement was made.

Cancellation

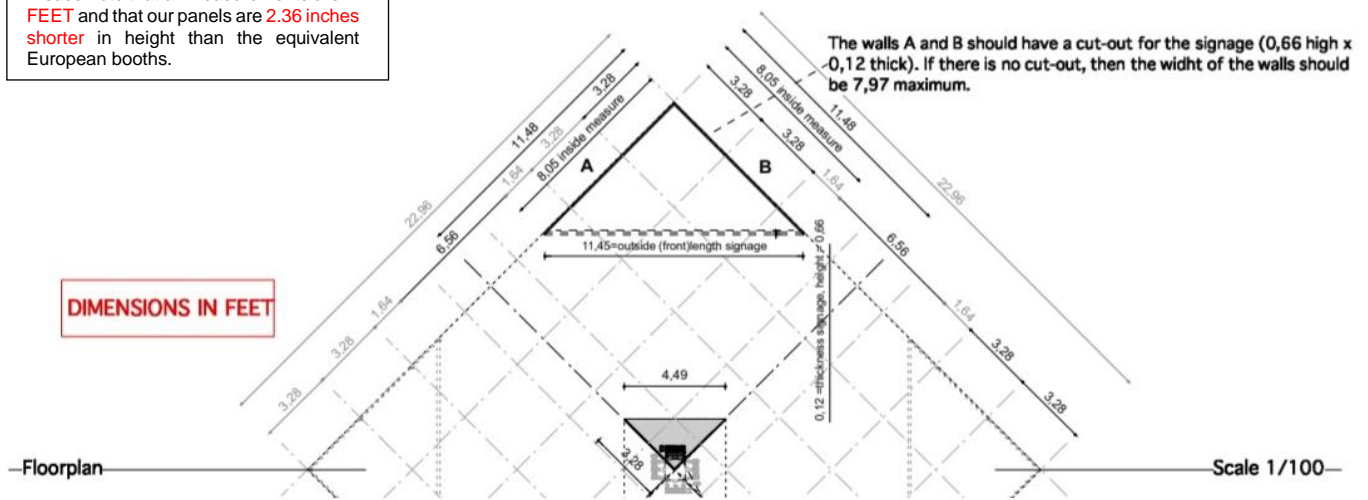
The contract can be cancelled upon payment of 40% of the total application fees if the cancellation occurs more than 3 months prior to the first day of the event, or 100% of the total application fees if cancellation occurs less than 3 months prior to the first day of the event. Exhibitor is entitled to cancel its participation provided that it does so by registered mail to Xpo Canada Ltd. Furthermore, Xpo Canada Ltd. reserves the right to release the booth upon cancellation by the Exhibitor and to rent it to a third party. Should this booth - for any reason - not be rented to a third party, all costs for decorating the empty booth space will be paid by the Exhibitor, notwithstanding cancellation. **Only Xpo Canada Ltd. has the right to rent booth space.**

Payment

1. Exhibitor undertakes to pay the invoice for 40% of the total fee amount within 90 days before the event and the balance by January 28, 2021. Details for payment by credit card or bank transfer will appear on the invoice. We regret that cheques cannot be accepted.
2. Any invoices still outstanding in part or in full on the due date shall from then on incur simple interest of 1% per month on the amount outstanding. Exhibitor shall pay the interest charge.
3. Except where other conditions are specified, or where a specific due date is announced on the front page of the invoice, all invoices must be paid upon receipt.
4. Failure to settle an invoice in full by the due date by law automatically cancels any postponement of the due date for payment of other services or supplies, which means that these payments are due immediately and will bear interest at the rate set out in 2, above, until paid.
5. Complaints of any kind will only be considered if they are made in writing within 8 days of receipt of invoice. Unless documentary evidence is produced to the contrary, the invoice date shall be taken as the date on which the invoice was received. Exhibitor agrees that invoices may be validly rendered by Email.



Please note that all measurements are in **FEET** and that our panels are **2.36 inches shorter** in height than the equivalent European booths.



Services

The Exhibitor portal will enable you to order additional services and to consult all practical information online.

CHARTER FOR EXHIBITORS

The Exhibitor hereby declares that it will strictly observe, and will cause its representatives to observe, the rules of the Charter for Exhibitors. Reference to "Exhibitors" in the Charter includes the Exhibitor.

1. PARTICIPATION WITH INNOVATIONS

Only those innovations which have been presented to, and approved by, the judging panel can be showcased at ARCHITECT@WORK. The products that have been accepted must be physically/visually present in the booth and must be presented in the corner of the unit in an orderly and creative way. **This will be checked during move-in.** Products that have not been approved (see 'confirmation of your innovations' email) will be removed from the booth. Each national judging panel assesses the innovations independently, which means that there can be differences with other judging panels in the different countries/locations. The selection for a certain edition does not automatically entail the selection for other editions, whether in the same country or abroad. Products and samples may not be promoted or distributed outside the booth.

2. CORNER DESIGN

The Exhibitor agrees to exhibit its products at all times only in the booth (high-lighted in green on the diagram above). **The check carried out by the judging panel will focus on your compliance with the dimensions and the general decoration of the corner.** Please take into account that loose elements (such as loose lighting, furniture, chairs/stools, cupboards, desks, literature racks, tables, pop-up booths, roll-up banners and tripods for plasma screens) are not allowed in the corner unit. One black or grey bar stool can be placed alongside the multimedia console. All operating electrical equipment (including exhibits) must have CSA, ULC certifications or equivalent Ontario Hydro approval. The Exhibitor agrees not to dismantle displays or goods during the event; these must remain intact until closure on the final day.

3. VISITORS

ARCHITECT@WORK is an event with visitors from the following categories: Architects, Interior Designers, Designers, Specifiers, Architectural Technologists, Engineers, Urban Planners, Government Agencies, Property Developers, Lecturers and architecture, building or interior design Students in their final year. All Exhibitors are entitled to free invitations that can be sent to their contacts. **The Exhibitor agrees to send invitations only to visitors from the above-mentioned categories.** Your staff should not use these invitations to register online. They must order exhibitor badges (through the 'exhibitor portal').

The Applicant agrees that s/he is aware that any breaches of this Charter shall result in the immediate closure of the company booth, without any liability to Xpo Canada Ltd. or its representatives.

Date.....

Signature:

.....

I have authority to bind the Applicant.

ADDITIONAL GENERAL TERMS AND CONDITIONS FOR EXHIBITORS

Article 1: Organizers

ARCHITECT@WORK CANADA 2021 is organized by Xpo Canada Ltd. ("Xpo Canada"), a subsidiary of Kortrijk Xpo, official concessionaire of the international center for trade fairs and events in Kortrijk, Belgium, Europe.

Article 2: Rules and Regulations

Exhibitors agree to abide by all Xpo Canada's rules and regulations. Xpo Canada shall have the right of final decision concerning the application of any rule or regulation deemed necessary prior to, during or after the event. Exhibitors also assume responsibility for compliance with all pertinent rules, regulations and codes of duly authorized local, provincial or federal governing bodies concerning fire, health and safety as well as rules and regulations of the operators and/or owner of the venue.

Article 3: Health and Safety

Exhibitors will conduct all business at the event in accordance with the Ontario *Occupational Health and Safety Act* ("OHSA") and accepts full responsibility for compliance with federal, provincial and municipal regulations. Inflammable Materials: No inflammable fluids, or materials of any nature, including decorative materials, use of which materials is prohibited by federal, provincial, or municipal fire regulations, may be used at or brought into the event. CSA approved (or equivalent) steel toed boots/shoes must be worn during move-in and move-out. Other protective equipment (such as gloves, safety glasses, etc.) must be worn wherever exposure to injury is possible according to the OHSA.

Article 4: Unions and Labour

Exhibitors must employ only labour with union affiliations that are satisfactory to Enercare Centre. If there is any objection or grievance by, to, or on behalf of labour employed at Enercare Centre or by any union, Exhibitor shall make such arrangements and take such action as may be necessary in the opinion of Enercare Centre to prevent any strikes, slowdowns or other delays, and to prevent any damages or expenses to Enercare Centre or Xpo Canada.

Article 5: Steering committee

For the organization of ARCHITECT@WORK 2021, the trade fair management team of Xpo Canada is supported by a steering committee of specialists from the various sectors represented by the Exhibitors and visitors. This steering committee will endeavour to ensure that the event meets the needs and expectations of its Exhibitors and visitors. All products will be submitted for approval to a judging panel. This panel will assess the product objectively, based on the information provided, and accept or reject the product. Their decision is final.

Article 6: Place, date and opening hours

ARCHITECT@WORK 2021 will be held at Enercare Centre Hall D, 100 Princes' Blvd., Toronto ON Canada M6K 3C3 on April 28 and 29, 2021 from 11am until 7pm each day.

Article 7: Aim

The ARCHITECT@WORK 2021 expo days are designed as a platform where professionals who draw up project specifications (architects, interior designers and other specifiers) can come together and find products and services available to meet their requirements. The companies offering these products/services with an emphasis on innovations or new applications will present them in a limited and uniform booth area. In addition, a technical representative and a commercial representative must be present at each booth. The specifiers visiting the event will be recruited in Canada, but more specifically from Ontario. The event will have features which aim to facilitate, improve and stimulate contacts and the exchange of information between supply and demand.

Article 8: Exhibits

ARCHITECT@WORK 2021 will only present new products and services to the architects and other specifiers. The products belong to the product categories described on the 1st page of the application form.

Article 9: Limitation of liability

THE MAXIMUM LIABILITY OF XPO CANADA LTD. IS THE AMOUNT OF MONEY ACTUALLY PAID BY EXHIBITOR TO XPO CANADA LTD.

Article 10: Exhibitors and visitors

1. Exhibitors

- Eligibility: application for ARCHITECT@WORK 2021 is open to:
 - manufacturers
 - sole importers (for at least Ontario)
 - exclusive representatives/distributors of the products or brand names authorized by the manufacturer or sole importer
- certain kinds of organizations and associations

2. Visitors

The targeted audience is from Canada, but more specifically Ontario. Visitors are: architects, interior designers, designers, specifiers, architectural technologists, engineers, urban planners, government agencies, property developers, lecturers (giving courses on architecture, building, interior design)

architecture, building and interior design students in their final year.

Article 11: Terms and conditions of participation

a. The right to exhibit is personal and non-transferable

If an Exhibitor fails to settle all amounts by the due dates, the Exhibition Manager is entitled to remove the Exhibitor from the exhibitor list. This will not release the Exhibitor from the obligation of meeting all its financial commitments.

b. Application fee

The application fee for ARCHITECT@WORK 2021 is C\$8,950.00 for a uniform turnkey booth. The application fee includes: the booth concept (walls, carpet, lighting and signage), electrical connections, a multimedia workstation (for PC or documentation), 1 Visit Connect app (lead retrieval app), furniture in the lounge zones, cleaning, a colour advertisement in the event guide, exhibitor badges, car-park vouchers, entry of the approved innovations (3 at most) in the 'Online Product Directory', powered by Archello, and free catering for visitors and exhibitors.

The hire price also includes the following:

- general decoration, lighting and heating of the premises
- general security surveillance of the premises
- contribution to the recruitment of visitors (publicity)
- general cleaning
- entry in the alphabetical register of exhibitors/products in the show guide

c. Approval of applications

Xpo Canada reserves the right to accept or reject applications, and to cancel an application which has previously been approved at any time, should it see fit. Rejection or cancellation of an application or participation will not entitle the applicant to any damages apart from the full reimbursement of deposits paid.

d. Allocation of booths

Is at the discretion of Xpo Canada. Xpo Canada shall endeavour to meet requests for specific booth locations where possible, and in the order in which bookings are received. Under no circumstance is Xpo Canada obliged to allocate a specific booth location to an applicant, and allocated booth locations may be changed at any time, if need be.

e. Lay-out of the event

The organization of ARCHITECT@WORK 2021 is entitled to modify the floor plan of the event at any time, to meet the demands of modified circumstances.

Article 12: Booth construction, move-in and move-out

ARCHITECT@WORK 2021 is conceived as an all-in project with uniform booth construction, i.e., every exhibitor is assigned the same surface area. The Exhibitor may only display its new, approved products within the space of the corner of the unit.

Move-in: Tuesday April 27, 2021 (from 8am until 7pm). All booths are subject to approval by the judging panel.

There is no move-in on the morning of Wednesday April 28, 2021.

Move-out: Thursday April 29, 2021 (7.30pm until 11pm).

Article 13: Services

Exhibitors at ARCHITECT@WORK 2021 may only use the services offered by the organizers themselves. Parallel services offered by companies other than those appointed by the organizers will not be permitted on the premises of the Enercare Centre. Catering is included in the application fee. Outside catering services are therefore not allowed. Exhibitors should note that the Enercare Centre is a unionized workplace. **Anti-spam and privacy legislation** requires that we secure your express consent to allow third party vendors to contact you directly. Such express consent will only allow these authorized service providers to contact you in connection with services related directly to your participation in this event. Receipt of your express consent is a precondition of Xpo Canada's acceptance of Exhibitor's application. By signing on page 2, you provide your consent. You understand that your consent to receiving such communications can be withdrawn at any time by indicating to the supplier your desire to be removed from their contact list.

Article 14: HST

The prices quoted do not include HST. HST shall be charged on all invoices.

Article 15: Cancellation or postponement of the exhibition

In case Xpo Canada decides not to organize the exhibition for any reason, but which does not constitute a case of force majeure on its part, the organizer is only liable to reimburse the advances and invoices already paid, without the exhibitor being able to claim any compensation. In addition, Xpo Canada reserves the right, without any right to compensation for the exhibitors, to decide at any time to prolong, postpone or prematurely close the exhibition or to relocate in time and space and this for the well-being and benefit of the exhibition.

Article 16: Amendment and Agreement to the Rules:

Any matters not specifically covered within this contract shall be subject to the sole and absolute decision of Xpo Canada. The Exhibitor and its employees agree to abide by any rules and amendments that may be put into effect by Xpo Canada. For all cases not covered by the present Additional Terms and Conditions for Exhibitors, exhibitors are referred to the General Terms and Conditions for Exhibitors of Kortrijk Xpo BV and its subsidiaries, of which the present conditions are an integral part.