

CONTRACT
For Participation in Exhibition

Moscow

This Contract for Participation in Exhibition, hereinafter referred to as Contract, specifies relationship between IFA, a limited liability company, hereinafter referred to as Organizer, represented by its General Director S. M. Levit acting according to the Charter, and Exhibitor (a legal entity).

1. Scope of Contract

- 1.1. Organizer undertakes on a compensated basis to arrange an exhibition and provide Exhibitor's participation in it, as well as to render additional services.
- 1.2. Arranging the exhibition and providing Exhibitor's participation in it shall include:
 - arranging a visitor promotion campaign, printing and distribution of invitation cards, leaflets, and other promotional materials
 - providing Exhibitor with a space suitable for assembling an exhibit stand, hereinafter referred to as space only, or a space with an exhibit stand with standard equipment installed therein, hereinafter referred to as equipped space; in doing so the exhibit stand with standard equipment shall be delivered to Exhibitor for lease during the exhibition period
 - placing Exhibitor description in the exhibition official catalogue to be distributed between visitors to the exhibition
 - arranging exhibition opening ceremony, uninterrupted operation of the exhibition and registration of visitors to the exhibition.
- 1.3. The additional services may include:
 - providing equipment for lease
 - rendering services for connecting of the exhibition stand to power and water supply sources and communication lines
 - development of a design project for the exhibition stand, carrying out assembling and dismantling the exhibition stand
 - rendering advertisement services and services for arranging and conducting promotional events during the period of the exhibition
 - rendering services for cleaning and safeguarding the stand
 - rendering services for providing temporary staff on the stand and interpreter services
- 1.4. Exhibitor may attract the third parties for rendering additional services to Clause 1.3 only upon Organizer's written permission.

2. Procedure for conclusion of Contract

- 2.1. The conclusion of Contract with respect to Clause 1.2 of Contract shall be made pursuant to the procedure specified by Clauses 2.1.1 to 2.1.3 herein.
 - 2.1.1. Exhibitor shall make a Space Application Form and submit it to Organizer. Exhibitor may receive Space Application Form by contacting Organizer at +7 (495) 925 6561.
 - 2.1.2. Contract shall be deemed to be concluded since Organizer has received Space Application Form provided that Organizer had billed Exhibitor according to payment terms specified in Space Application Form.
 - 2.1.3. Exhibitor may submit filled out Space Application Form to Organizer in any of the following ways:
 - by mailing it to the address specified in Clause 10 herein
 - by sending it with a courier to the address specified in Clause 10 herein
 - by sending a fax to the phone number specified in Clause 10 herein.
- 2.2. The Internet address where the version of Contract in force as of the date of making Space Application Form, shall be stated in Space Application Form.
- 2.3. The conclusion of Contract with respect to Clause 1.3 shall be made pursuant to the procedure specified by Clauses 2.3.1 to 2.3.3 herein.
 - 2.3.1. Exhibitor shall make respective Order Form and Forms containing the services being ordered by Exhibitor, and submit them to Organizer. The above mentioned Order Forms and Forms shall be included in Exhibitor Manual to be submitted to Exhibitor at least forty five (45) days prior to the exhibition commencement date provided that Contract with respect to Clause 1.2 of Contract has been entered into otherwise Exhibition Manual shall be submitted to Exhibitor within seven (7) days since Contract has been entered into with respect to Clause 1.2 of Contract.
 - 2.3.2. Contract with respect to Clause 1.3 shall be deemed to be concluded since Organizer has received Order Form and Forms provided that Organizer had billed Exhibitor according to the payments terms specified in Order Form.
 - 2.3.3. Exhibitor may submit the filled out Order Form and Forms to Organizer by any of the ways stipulated in Clause 2.1.3 herein.
- 2.4. Organizer may render to Exhibitor services not specified by Order Forms and Forms included in Exhibitor Manual. In doing so, Contract with respect to such services shall be entered into according to the procedure stipulated in Clauses 2.4.1 to 2.4.3 herein.
 - 2.4.1. After the types of services and price thereof have been preliminary agreed with Organizer, Exhibitor shall make Application to render the service on the form offered by Organizer or in any manner on Exhibitor's letter head stating description of the services, price thereof and form of payment, and submit it to Organizer.
 - 2.4.2. With respect to the services specified in Clause 2.4 herein, Contract shall be deemed to be made since Organizer has received Application for Rendering Services provided that Organizer had billed Exhibitor according to the payment terms specified in Application for Rendering Services.
 - 2.4.3. Exhibitor may submit the filled out Order Form and Forms to Organizer by any of the ways stipulated in Clause 2.1.3 herein.

3. Period for holding the exhibition and cooperation between parties

- 3.1. Space Application Form shall determine the exhibition period and address of holding the exhibition.
- 3.2. Exhibitor Manual shall determine the period for assembling and dismantling exhibit stands, specifications for exhibit area, Rules and Regulations for the whole exhibition period.

4. Price of contract and form of payment

- 4.1. The price for arranging the exhibition and providing Exhibitor's participation in it shall be stipulated in Space Application Form. The price for the additional services shall be stipulated in Order Form. The price for the services specified in Clause 2.4 herein, shall be stipulated in Application for Rendering Services. The prices specified shall include VAT unless additionally stipulated otherwise.
- 4.2. Payment shall be made in rubles. Any price specified in a foreign currency shall be paid in the ruble equivalent amount according to the official exchange rate but not less than equivalent of 28 rubles per 1 USD for the applicable foreign currency as of the day of payment.
- 4.3. Payment shall be made within the periods specified in Space Application Form, Order Form, and Application for Services. If Organizer receives Space Application Form after the date of last payment specified therein, the payment for 100% value of Application shall be made within ten working days from billing on the basis of such Application.
- 4.4. Payment obligation shall be deemed to be performed when the funds are received on Organizer's settlement (foreign-currency) account.

5. Confidentiality

- 5.1. Either Party undertakes not to disclose, without prior written consent of the other Party, any information related to the terms and conditions of this Contract, within the entire life of this Contract and after its termination unless a requirement for such a disclosure is made by competent state agencies when it is provided for by the legislation in force of the Russian Federation.

6. Responsibility of Parties

- 6.1. Organizer shall bear responsibility for performing his obligations under Contract in accordance with the legislation of the Russian Federation.
- 6.2. Exhibitor shall bear responsibility for performing his obligations under Contract in accordance with the legislation of the Russian Federation and provisions of Clauses 6.3, 9.2 and 9.3 herein.
- 6.3. A failure to perform or improper performance by Exhibitor of the terms and conditions stipulated in Clause 1.3 makes Exhibitor liable and Exhibitor shall pay Organizer a penalty pursuant in a three time amount of the cost of services stipulated in Clause 1.3.

7. Force majeure

- 7.1. Parties shall be relieved of responsibility for a failure to perform or improper performance of their obligations derived from this Contract if the non-performance (improper performance) is caused by force majeure events (acts of God, fires, technical breakdowns and catastrophes, failures of utility systems or communications, mass riots, hostilities, acts of terrorism, upheavals, civil disorders, strikes, regulations of governmental and local-government authorities that prevent the relevant Party from fulfilling its contractual obligations, etc.), i. e., by events that arose after this Contract was made and are extraordinary and irresistible under these conditions.
- 7.2. If delayed in performance of any of its obligations, the Party to this Contract shall not be entitled to refer to the events that arose after the deadline for the performance of its obligations.
- 7.3. The Party suffered from operation of force majeure events, specified by Clause 6.1 herein, shall, within five (5) working days since the beginning and termination of the force majeure events, provide the other party with information about the beginning and nature and, respectively, termination of such events, by submitting an official letter. When operation of the force majeure events prevents the official letter about such events to be submitted, the official letter shall be submitted right after the termination of the force majeure events.
- 7.4. In case of failure to notify the other party about the beginning and termination of the force majeure events, the party concerned shall not be entitled to refer to them to get a relief from responsibility except for the case when the beginning of such events prevents notifying as well.
- 7.5. When force majeure events arise, the period for performance of obligations under this Contract shall be extended pro rata the time these events exist, and no losses shall be compensated.

8. Dispute resolution

- 8.1. In case of arising out of any disputes or discrepancies relating to the performance of this Contract, Parties shall make every effort to resolve these disputes and discrepancies via negotiations between Parties.
- 8.2. If disputes are not resolved via negotiations, such disputes shall be subject to determination in the Arbitrazh Court of the city of Moscow.

9. Term of Contract and grounds for its termination

- 9.1. Contract shall come into force when it is concluded and shall remain effective until Parties fulfill their undertakings.
- 9.2. Exhibitor shall be entitled to unilaterally refuse to perform Contract subject to payment of the following penalty to Organizer:
 - in the amount of registration fee if Contract is terminated no later than 6 months prior to the exhibition commencement date
 - in the amount of 35% of the price for arranging the exhibition and providing Exhibitor's participation in it if Contract is terminated within the period of 6 months to 4 months prior to the exhibition commencement date
 - in the amount of 65% of the price for arranging the exhibition and providing Exhibitor's participation in it if Contract is terminated within the period of 4 months to 2 months prior to the exhibition commencement date
 - in the amount of 90% of the price for arranging the exhibition and providing Exhibitor's participation in it, additional services and services specified in Clause 2.4 herein if Contract is terminated within the period of 2 months to 2 weeks prior to the exhibition commencement date
 - in the amount of 100% of the price for arranging the exhibition and providing Exhibitor's participation in it, additional services and services specified in Clause 2.4 herein if Contract is terminated within the period of less than 2 weeks prior to the exhibition commencement date.
- 9.3. Organizer shall be entitled to reschedule the exhibition period specified in Clause 3.1 herein by submitting a notification to Exhibitor. If Organizer has submitted a notification of rescheduling the exhibition period for more than 30 days Exhibitor shall be entitled to refuse unilaterally to perform Contract without paying the penalty specified by Clause 9.2 herein. In such a case Organizer shall refund the payment received to Exhibitor within 10 days since the termination of contract.
- 9.4. Organizer shall be entitled to deem a failure to perform or improper performance by Exhibitor of the terms and conditions stipulated in Clause 4.3 herein as Exhibitor's unilateral refusal to perform Contract. In this case, Organizer shall submit to Exhibitor an official notification, and Exhibitor shall pay Organizer a penalty pursuant to Clause 8.2 herein
- 9.5. Organizer shall be entitled to unilaterally refuse to perform Contract if the exhibition has been cancelled, subject to submitting to Exhibitor a notification on cancellation of the exhibition and to refunding the amount received to Exhibitor.
- 9.6. Organizer shall not be liable for Exhibitor's losses in the case of cancellation of the exhibition or rescheduling of the exhibition period.
- 9.7. The party, refusing to perform Contract, shall notify the other Party stating the reasons for its refusal to perform Contract. The Contract termination date shall be the date when the Party refusing to perform Contract, serves the above notification on the other Party.

10. Other provisions

- 10.1. Any letters and notifications shall be submitted to:
 - Exhibitor – to the address specified in Space Application Form
 - Organizer – IFA, limited liability company, 35 Arbat street, office 435, Moscow, 119002, Russian Federation, fax: +7 (499) 248 0376.

11. Legal addresses and account information of parties

- 11.1. Organizer: 28 Sredniy Tishinskiy Pereulok, Bldg 1, Moscow, 123557, Taxpayer Identification Number 7703332669, settlement account No. 40702810838170104393 with Krasnopresnensky branch No. 1569/01664 of SberBank of Russia in the city of Moscow, correspondent account No. 3010181040000000225, Bank Identification Code 044525225.
- 11.2. Exhibitor: according to Space Application Form.