

## Terms and Conditions

The event is organised by IAEMA (the International Airport Equipment Manufacturers' Association) referred to herein as "The Organiser". The term "Exhibitor" refers to any company, organisation, professional body or individuals that have entered into a contractual agreement to participate with a stand or raw space at the International Airport Expo Las Vegas 2010 and referred to herein as "Exhibitor". The exhibition facility management refers to the official management company appointed by The Organiser.

### 1 Payment Terms & Conditions

The cost of the exhibit space is stated on the exhibitor stand space application form. On acceptance of the application form and the assignment of the stand number/s, a 50% non-refundable deposit is immediately payable. The remaining 50% of the total amount must be paid no later than 60 days prior to the opening of the event. In the event of total or partial cancellation (space size reduction) by the Exhibitor, the originally confirmed stand cost will not be reduced or refunded, and this total amount will be due for payment. If the Exhibitor fails to pay the entire amount due according to the payment terms and conditions, or fails to comply with any of the terms and conditions or rules and regulations, The Organiser may reassign the stand location reserved for the Exhibitor and/or may resell that stand location to another party. The entire stand fee must be paid in full prior to move-in of the event on 22 October, 2010. If the Exhibitor cancels or breaches this agreement for any reason whatsoever, in addition to whatever rights, The Organiser reserves the right, under applicable law, to retain any payments made by the Exhibitor to The Organiser prior to the date of termination as liquidated damages and not as a penalty. The Organiser and the Exhibitor agree that such amounts constitute a reasonable provision for liquidated damages and the Exhibitor shall also be liable for any payments required to be paid but not paid as of the date of cancellation or breach of this agreement. If the event is cancelled or is not held for any reason whatsoever, then this agreement shall be cancelled. The Exhibitor's sole and exclusive remedy shall be to receive a refund of all amounts the Exhibitor has actually paid on account of the stand contract in force at that time.

### 2 Stand Allocation and Assignment

The Organiser will endeavour to make stand assignments in keeping with the Exhibitor's requests set forth on the stand space application form however, The Organiser reserves the right to make the final determination of all space assignments. The Organiser shall have no liability for its failure or inability to comply with Exhibitor's requests and the Exhibitor shall have no right to cancel this contract because of the failure of The Organiser's to comply with the Exhibitor's requests.

### 3 Exhibit Content

The event is designed to provide a showcase for goods and services either specially designed for or customarily used by the industry this event serves. The Exhibitor may not, under any circumstances, display or promote any goods or services other than its own goods and services of the kind described on the Exhibitor catalogue entry form. The Organiser reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of The Organiser, compatible with the general character and objectives of the event.

### 4 Exhibit Rules and Regulations

The Exhibitor will be provided with an exhibitor manual no later than 60 days prior to the opening of the event. The exhibitor

manual and all rules and regulations included therein will become part of the contract for this event. The exhibitor manual describes the type and arrangement of the exhibit space, the standard equipment provided by The Organiser and the rules governing the construction of the displays. All stand space must be constructed in accordance with the guidelines, provisions and limitations set out in the exhibitor's manual. If, in the sole opinion of The Organiser, any stand fails to conform to the exhibitor manual guidelines or the provisions set forth therein, such stand will be prohibited from functioning at any time during the event. The Organiser reserves the right to require an exhibitor to alter the exhibit before or during the show as The Organiser deems to be in the best interests of the event. Such changes shall be made at the Exhibitor's expense and are subject to the approval of The Organiser.

### 5 Health & Safety

The Exhibitor assumes all responsibility for compliance with local, state and national ordinances and regulations covering health and safety including all fire related rules and regulations that apply.

### 6 Assignment or "Subletting" of Space

The Exhibitor may not assign this contract and may not permit or sublet all or any part of its assigned exhibit space to be used by any other business or company unless The Organiser has given prior written approval. Any such assignment permission or sublease without The Organiser's prior written approval shall be null and void.

### 7 The Exhibitor's Authorised Representative

The Exhibitor must designate one person as its representative in connection with installation, operation and removal of its exhibit. The designated representative shall be authorised to enter into exhibition service contracts and for which the Exhibitor shall be responsible and the designated representative must be in attendance throughout all event periods and the representative shall be responsible for keeping the exhibit neat, orderly and staffed at all times.

### 8 Permits and Licences

The Exhibitor is wholly responsible for obtaining any licences, permits or approvals required under local law applicable for the duration of the event. The Exhibitor is responsible for the payment of any licence fees, taxes or any other charges howsoever arising in connection with their exhibit. The Exhibitor is not permitted to make any sales at the exhibit unless it has obtained and displays a valid sales tax authorisation as required by the prevailing local law.

### 9 Recorded or Live Music

It is the sole responsibility of the Exhibitor to obtain the required licences or permit to allow the playing or live performance of music and the Exhibitor agrees to indemnify and hold harmless The Organiser from any damages or expenses (including reasonable legal fees) incurred by The Organiser due to the Exhibitor's use or performance of recorded or live music.

### 10 Installation and Removal

The Exhibitor must install its exhibit before the opening of the event and the exhibit must be dismantled and removed immediately after the event's close and in all events prior to the established dismantlement cut off time announced in the exhibitor manual. Anything not removed by the dismantlement cut off time will be discarded at Exhibitor's cost. The Exhibitor shall not dismantle its exhibit prior to the event's close.

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### 11 Property Loss or Damage

The Organiser shall not be responsible for any loss of or damage to any property of the Exhibitor or of its stand personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees. All of the Exhibitor's property remains under its own custody and control in transit, to and from the exhibit hall, and while it is in the confines of the exhibit hall.

Neither The Organiser nor its service contractors, nor the owner of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the loss of or damage to property of the Exhibitor or of its stand personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees from theft, fire, accident, vandalism or any other cause, and the Exhibitor expressly waives and releases any claim or demand against any of them by reason of any damage to or loss of any property. The Exhibitor shall be solely responsible for the loss of or damage to any property of the Exhibitor's personnel, representatives, models, demonstrators, actors or any person or persons employed by the Exhibitor to work at the event.

### 12 Insurance

It is the Exhibitor's responsibility to secure its own insurance or otherwise protect itself and its property and the property of its exhibit personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees against loss or damage. The Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, policies of comprehensive commercial general liability insurance and contractual liability insurance insuring and specifically referring to contractual liability in an amount not less than US\$1,000,000 combined single limit for personal injury and property damage. The Exhibitor must provide the Organiser with a certificate of insurance covering the show location for the period of the show and which names the Organiser and the exhibition facility management as co-insured. The Organiser reserves the right to prohibit the Exhibitor from setting up or operating its stand without having provided a certificate of insurance.

### 13 Indemnification

The Exhibitor agrees to defend, indemnify and hold harmless The Organiser (and the exhibition facility management) from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgements recovered from or asserted against The Organiser (or the exhibition facility management) on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of the Exhibitor (or of any of its stand personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees, or any other person entering in or about the Exhibitor's stand space with the express or implied permission of the Exhibitor) or when any such injury or damage is the result, proximate or remote, of the violation by the Exhibitor (or of any of its stand personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees) of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the operation or use of the Exhibitor's stand space. Such indemnification by the Exhibitor shall be effective unless such damage or injury results solely from the gross negligence or wilful misconduct of The Organiser. The Exhibitor covenants and agrees that in case The Organiser (or the exhibition facility management) shall be made a party to any litigation commenced by or against the Exhibitor or relating to the event contract or to the Exhibitor's stand space or to any of its agents, servants, employees, contractors,

patrons, guests, licensees or invitees, then the Exhibitor shall and will pay all costs and expenses, including reasonable legal fees and court costs, incurred by or imposed upon The Organiser (or the exhibition facility management) by virtue of any litigation.

### 14 Labour

The Exhibitor shall observe all contracts in effect between The Organiser, service contractors, exposition facilities and the labour organisations involved in the event.

### 15 Disputes with Contractors, Unions, Other Exhibitors, etc

In the event of a dispute or disagreement between the Exhibitor and an official contractor, or between the Exhibitor and a labour union or labour union representative, or between two or more exhibitors, or concerning the interpretation of the rules and regulations, the actions or decisions concerning this dispute or disagreement by The Organiser intended to resolve the dispute or disagreement shall be final and binding on the Exhibitor.

### 16 Integration

This contract contains the entire agreement between The Organiser and the Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorised representative of the party against whom enforcement or waiver or modification is sought will be enforceable.

### 17 Jurisdiction

The parties hereto agree that all actions or proceedings arising in connection with the contract between The Organiser and the Exhibitor shall be governed by the law of Nevada and litigated exclusively in the federal or state courts of Nevada, located in Las Vegas Country. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of the aforementioned contract in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the courts located in Nevada shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the aforementioned contract. Each party hereby authorises and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as set forth in the aforementioned contract. Any final judgement rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgement and may be enforced in other jurisdictions in any manner provided by law.

### 18 Other Rules and Regulations

The Organiser reserves the right to change the rules and regulations, and to make additional rules and regulations, as it deems to be in the best interests of the event. The Organiser shall have sole power to interpret, amend and enforce rules and regulations.

### 19 Contract Acceptance

The Exhibitor stand space application form does not become a binding contract until The Organiser has issued a written confirmation of acceptance. The receipt and deposit of the Exhibitor's payment if accompanying the exhibition stand space application form does not constitute acceptance of a contract.