

PARTICIPATION CONTRACT

Organized by



P.O. Box 60799
 Abu Dhabi – UAE
 Tel: +971 2 4446113
 Fax: +971 2 4443768
 www.reedexpo.ae

EXHIBITOR

Company name:.....
 Address:.....
 City:..... Country:.....
 Tel:..... Fax:..... E-mail:.....
 Contact person to whom correspondence should be addressed:
 Name:..... Position:.....

INVOICING ADDRESS (If different from above)

Company name:.....
 Address:.....
 City:..... Country:.....
 Tel:..... Fax:..... E-mail:.....
 Contact person to whom correspondence should be addressed:
 Name:..... Position:.....

BUSINESS ACTIVITIES

PLEASE TICK THE SECTOR(S) THAT CORRESPOND TO YOUR BUSINESS ACTIVITY:

<input type="checkbox"/> Transport & Logistics Services	<input type="checkbox"/> Logistics Infrastructure	<input type="checkbox"/> Logistics Real Estate	<input type="checkbox"/> Transport & Logistics Information Systems & Technologies
---	---	--	---

PARTICIPATION

A. Registration fee [compulsory for direct exhibitors]	AED 3,670
B. Registration fee [compulsory for co-exhibitors]	AED 1,000 X _____ co-exhibitor(s)= AED _____
C. Space only [AED 1,835/sqm (min. 24 sqm)]	AED 1,835 X _____ sqm= AED _____
D. Shell scheme [premium of AED 250/sqm (min. 12 sqm)] <i>For each 12 m², this option will include: 2.5m height shell scheme stand with side and back wall panels, fascia name board, carpet, main power supply (13 amp single phase), 4 Nos. 100 watt spot lights & furniture package (1 table, 2 chairs, 1 lockable counter & 1 waste bin)</i>	AED 250 X _____ sqm= AED _____
E. Special upgrade shell scheme [premium of AED 500/sqm (min. 15 sqm)] <i>For each 15m², this option will include: 2.5m height special upgrade shell scheme stand with side and back wall panels, special designed fascia name board, carpet, main power supply (13 amp single phase), 4 Nos. 100 spot lights & furniture package (1 table, 2 chairs, 1 lockable counter & 1 waste bin, brochure rack, 1m x 1m store with folding door)</i>	AED 500 X _____ sqm= AED _____
F. Double deck structure [premium of 15% on space rate] <i>Health & Safety regulations stated in the exhibitor manual will apply.</i>	AED 275 X _____ sqm= AED _____
G. Matchmaking program participation <i>This option is free with registration before May 1, 2009. Each participant guarantees five meetings with buyers.</i>	AED 20,000 X _____ = AED _____
TOTAL (A+B+C+D+E+F+G)	AED _____
<i>USD/AED exchange rate given for informational purposes only (February 2009): USD 1=AED 3.671.</i>	

PAYMENT TERMS

First installment upon registration: 50% of the total amount.
Final installment by June 1st 2009: 50% of the total amount.

METHOD OF PAYMENT

- By **cheque** (AED only) made out to Reed Exhibitions FZ LLC (AED only)
- By **bank transfer** to the bank details set below. Payment by transfer must state on the transfer order: "Settlement at no cost of the payee."

Beneficiary name: Reed Exhibitions FZ LLC,
Bank name & address: CITIBANK N.A., P.O. Box 999, Abu Dhabi, UAE

Account number: 010-0431-181
SWIFT: With reference code B.I.C: CITIAEAD

EXHIBITOR'S DECLARATION

In case of withdrawal, all sums paid or remaining to be paid are due to the organizer. (Article 6 of the Terms & Conditions)

Exhibitors are to carry insurance to cover materials against damage and loss and public liability insurance against injury to the person and property of others. By executing the Contract for Exhibition Space, Exhibitor warrants that there is in effect said insurance policy covering the Exhibitor, with coverage remaining current through Exhibitor's occupancy.

I, the undersigned, declare that I am aware of the Terms & Conditions of Airport Show, that I possess a copy thereof, and that I accept, without reservation, all its clauses.

I, the undersigned, renounce any legal recourse against the managing company of the premises in which the trade show takes place against the organizer or any other exhibitor, and against any party acting for the previously cited persons.

Signature & stamp of Exhibiting Company (compulsory) Name: Date: / /	Signature of Organizer Name: Date: / /
--	--

TERMS & CONDITIONS

Article 1 - General Regulations for Exhibitions.

General Specifications concerning the organisation of the Exhibition, in particular its opening and closing dates, its location, its opening hours and admission price are decided and may be modified according to the will of the organiser. In the event of an extension, exhibitors who so request, may be authorised to close their stands on the date initially agreed, but they may not remove products on display nor change the appearance of the stand before the date fixed by the Exhibition organiser. If for major, unpredictable or economic reasons, the Exhibition cannot be held, exhibitors' applications will be cancelled and sums available, after payment of expenses incurred, will be distributed between the exhibitors, pro rata to the sums deposited by each of them. The exhibitor shall undertake to respect, and make respected, the measures of the Exhibitor's Handbook. The exhibitor is responsible to the organiser for non observance of the schedule of conditions established by the owner or the main tenant of the site placed at the disposal of the Exhibition organiser. The organiser is not liable for any consequences arising from the enforcement of the provisions of these general regulations.

Article 2 - Conditions for participation.

The organiser determines the categories of exhibitors and establishes the list of products and/or services exhibited. An exhibitor may present only equipment, products, processes or services manufactured or designed by himself, or for which he is an agent or distributor; in the latter case, he must attach to his application, the list of brands whose products he intends to exhibit or whose services he intends to present. After consideration, the organiser may exclude products and/or services which do not appear to him to correspond to the aim of the Exhibition, or allow the presentation of products and/or services which do not appear on the list but which may be of benefit to the Exhibition. Sales comprising immediate on-site delivery to the buyer are prohibited. In pursuance of the regulation concerning authorised exhibitions, any exhibitor agrees to exhibit only products or equipment in conformity with U.A.E. regulations, except for products or equipment destined for use exclusively outside U.A.E. territory. Moreover, any exhibitor agrees not to proceed with any advertising liable to induce into error or to constitute unfair competition.

Article 3 - Applications.

Any person wishing to exhibit must present an application of participation to the organiser. Unless the organiser does not accept the application, the submission thereof shall be a binding and irrevocable undertaking to pay the full price of the stand hire and associated costs.

Article 4 - Control of admissions.

The organiser is not obliged to justify his decisions concerning applications. In the event that participation is refused, any sums paid by the party having presented an application of participation will be refunded, after deduction of administrative expenses incurred by the organiser and which remain due to him. The same provision applies to a party having presented an application of participation placed on the waiting list, to whom a stand cannot be allocated for lack of available space when the Exhibition opens. Acceptance of the application is confirmed by the reply from the organiser to the exhibitor. This reply may be in the form of an invoice addressed to the exhibitor. Despite initial acceptance by the organiser and even after allocation of a stand, an application of participation from an exhibitor whose affairs are, for whatever reason, administered by, or with the assistance of a trustee in bankruptcy, is null and void. This applies particularly to any application by a company filing a petition in bankruptcy between the date of the application and the Exhibition opening date. However, where a company is authorised by a court to continue its operations, the organiser may, of his will, decide to maintain the application.

Article 5 - Assignment/Sub-letting.

Without the organiser's prior consent in writing, an exhibitor shall not transfer, sublet or share, with or without payment, all or part of his concession within the Exhibition. Nevertheless, several exhibitors may be granted joint authorisation to make a group presentation, providing each of them should submit a prior request for the approval to the organiser and sign an application for joint-participation.

Article 6 - Withdrawal.

In the event of withdrawal or non-occupation of the stand for whatever reason any sums paid and/or due in whole or in part towards the hire of the stand, shall be retained by the organiser, even if the stand is let again to another exhibitor. An exhibitor shall be deemed to have withdrawn if, for any reason whatsoever he should fail to take possession of his stand 24 hours before the day on which the Exhibition is due to open. The organiser may therefore dispose of the defaulting exhibitor's stand and the latter shall have no right to claim a refund or compensation, even if the stand is allocated to another exhibitor.

Article 7 - Price.

The price of stands is decided by the organiser and may be revised by the organiser if there is a modification to its components, including but not limited to variations in the cost of materials, labour, transportation and services as well as tax and social charges.

Article 8 - Payment conditions.

Payment for hire of the stand and other associated costs is to be made by the settlement dates and by methods fixed by the organiser and notified to the exhibitor in the Exhibition information package. For any late application of participation, the first payment is equal to amounts already due at the date of receipt of the application.

The same provision applies to exhibitors on the waiting list who are allocated a stand which becomes vacant.

Article 9 - Failure to pay.

If an exhibitor should fail to pay on due dates and by the specifications stipulated in the preceding article, the organiser shall be entitled to apply the conditions contained in article 6 'Withdrawal'. Debt-collection costs shall be payable by the debtor.

Article 10 - Allocation of stands.

The organiser establishes the layout of the Exhibition and allocates sites at his free will, taking into account as far as possible, the wishes expressed by the exhibitor, the nature of the products and/or services which he is presenting, the layout of the stand he proposes to install as well as, if necessary, the date on which the application was registered and the exhibitor's seniority in applying to the Exhibition. The organiser may modify the size and layout of the area requested by the exhibitor. Such modification shall not entitle the exhibitor to unilaterally terminate his engagement to participate. An exhibitor is notified of the location of the stand allocated to him by means of a layout. This layout gives the characteristics of the stand as precisely as possible. Where possible, it is the exhibitor's responsibility to verify the conformity of the layout before setting up his stand. The organiser is not liable for any difference between the characteristics given on the layout and the actual measurements of the stand.

The layout shows the general layout of the other stands surrounding the site allocated. These indications, valid on the date the layout is drawn up, are given for information only and are liable to modifications which may not be able to be communicated to the exhibitor. Any claim concerning the location set out in the layout must be presented within one week. After this time limit, the location proposed shall be deemed accepted by the exhibitor. Under no circumstances can the organiser reserve a specific location, nor book such a location for the next Exhibition. Furthermore, participation in previous Exhibitions shall not confer any right to a particular location nor confer any priority in the allocations.

Article 11 - Installation and decoration of stands.

Stand installation is in accordance with the plans drawn up by the organiser.

Subject to the organiser prior consent in writing, exhibitors may build split level stands provided the conditions set out in Exhibitor's Handbook are complied with. Regulations concerning the construction of such stands are available from the organiser on request. Exhibitors are responsible for the specific decoration of their own stands. They shall comply with safety regulations issued by the public authorities and adhere to the general layout for decoration and signage drawn up by the organiser. The organiser decides the specifications of how visual information is displayed and the conditions governing the use of all sound, light or audio-visual techniques, as well as the conditions under which all shows, attractions promotional activities, surveys or opinion polls may be carried out within the confines of the Exhibition. In the same way, the organiser decides on the conditions in which photography or sound recording is authorised within the confines of the Exhibition.

The organiser reserves the right to require that any fitting detrimental to the general appearance of the Exhibition, to neighbouring exhibitors or the public, or which does not conform to the layout and model submitted for his prior approval, shall be removed or modified. The organiser may withdraw an authorisation already given in the event of hindrance caused to neighbouring exhibitors, to circulation or to the running of the Exhibition.

Article 12 - Deinstallation.

The organiser declines all responsibility for structures or installations built by exhibitors. Exhibitors shall accept and leave the sites as delivered, and shall be liable for any damage, in particular to venue halls and venue equipment, caused by themselves or by their installations, equipment or goods.

Article 13 - Assembly and dismantling.

The organiser determines the programme for erection and installation of the stands prior to the opening of the Exhibition. He also fixes dates and times for dismantling the stands, and removing equipment, materials and products as well as deinstallation of the site at the end of the Exhibition. With regard in particular to the dismantling and removal of stands and deinstallation of the site, the organiser may complete tasks which have not been carried out by the exhibitor within the deadlines, for which the exhibitor accepts all costs and risks. If an exhibitor should fail to vacate the site in due time, the organiser shall be entitled to penalties and damages.

Article 14 - Specific authorisations.

Any installation of machines, equipment or structures which cannot be carried out without using space allocated to another exhibitor may only be done with the authorisation of the organiser and on the date fixed by him.

Article 15 - Goods.

Each exhibitor provides for transport and reception of goods sent to him. He must act in accordance with the organiser's instructions concerning the delivery and dispatch of goods, particularly with regard to vehicle circulation within the confines of the Exhibition. Under no circumstances shall products and materials brought to the Exhibition, leave the Exhibition until it has ended.

Article 16 - Cleaning.

Each stand is cleaned in accordance with the conditions and at times notified by the organiser to the exhibitor.

Article 17 - Fluids.

Connections to electricity, telephone, water and compressed air mains are charged as stated in Exhibitor's Handbook to exhibitors who must request connection within the time limits specified and

within the technical possibilities offered by the exhibition site. Any request concerning these services must be addressed to the distributor designated on the appropriate forms made available to exhibitors.

Article 18 - Customs.

It is the responsibility of each exhibitor to complete customs formalities for equipment and products arriving from abroad. The organiser cannot be held responsible for any difficulties arising during these formalities.

Article 19 - Intellectual Property Rights.

The exhibitor ensures the Organiser that he had obtained all Intellectual Property Rights held in equipment or products/creation/trade mark which he exhibits or permission for this exhibition. The organiser will accept no responsibility in this regard. The exhibitor allowed the organiser as a favour to reproduce and utilise equipment or products/creation/trade mark which he exhibits, in all the communication tools of the trade show (Internet web site show's official catalogue, invitations, plan, promotional video, newsletter, etc.) and all tools used to promote the exhibition (picture taken on the exhibition destined to be published in a newspaper or on Internet, TV program dealing with or shoot on the exhibition). The exhibitor ensures the organiser that he had obtained permission for the uses above mentioned. The organiser will accept no responsibility in this regard.

Article 20 - Catalogues.

The organiser reserves the exclusive right to publish and sell the catalogue of exhibitors, together with the advertising which appears in the catalogue. He may subcontract all or part of this right. The information necessary for the writing of the catalogue is furnished by the Exhibitors who are responsible for all information they supply for entry in the catalogue. The organiser cannot be held responsible for any omissions or errors in reproduction or composition or any other mistakes which may occur. The organiser reserves the right to modify, remove or group entries wherever he judges this to be useful as well as to refuse an entry to or modify texts for paid advertisements if they may cause harm to other exhibitors.

Article 21 - 'Exhibitors' passes'.

'Exhibitors' passes' giving right of entry to the Exhibition, subject to the conditions fixed by the organiser, are issued to exhibitors. Unused 'Exhibitors' passes' may neither be returned nor reimbursed after the organiser has issued them against payment.

Article 22 - Invitation cards.

Invitation cards intended for visitors whom the exhibitors wish to invite are issued to exhibitors subject to the conditions fixed by the organiser. Cards which remain unused may neither be returned nor reimbursed after the organiser has issued them against payment. Only passes, invitation cards and entrance tickets issued by the organiser give right of entry to the Exhibition.

Article 23 - Safety.

The exhibitor shall undertake to respect all safety measures imposed by administrative or legal authorities, as well as any safety measures which may be taken by the organiser. The organiser reserves the right to verify that these measures are respected. Surveillance is carried out under the control of the organiser; his decisions concerning the application of safety regulations are implemented immediately.

Article 24 - Application of the regulations.

Any violation of the provisions of the present regulations or internal regulations issued by the organiser may result in the exclusion of the offending exhibitor even without prior warning. This applies, specifically, to non-conformity of stand fittings, failure to comply with safety regulations, failure to occupy the stand, display of products which do not conform to those stated in the initial application, sale of goods with immediate on-site delivery to the purchaser. An indemnity is then due from the exhibitor as damages and as reparation for moral or material harm suffered by the Exhibition. This indemnity is at least equal to the sum still due by the exhibitor to the organiser, without prejudice to any additional damages which may be demanded. The organiser requires, in this respect, the right to retain exhibited products and furniture or articles of display belonging to the exhibitor.

Article 25 - Modification of the regulations.

The organiser reserves the right to give a ruling on all cases not provided for within the present regulations and to add new provisions whenever he believes this to be necessary.

Article 26 - Disputes.

In the event of a dispute, the exhibitor undertakes to submit his claim to the organiser before taking any other action. The exhibitor formally agrees that any legal action undertaken in less than fifteen days from the date of this submission is declared inadmissible. In the event of dispute, the UAE parts alone are competent and the Arabic version of this text will be referred to.

Article 27 - Governing law and Jurisdiction.

This agreement shall be governed by, and construed in accordance with, the law of the UAE. Each of the parties hereto hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the UAE for all purposes in relation to this agreement and waives any objections on the ground of venue or forum non-convenience or on similar grounds.