



GENERAL TERMS AND CONDITIONS OF PARTICIPATION IN ROTEX LLC EXHIBITIONS

(Approved by Order No.2-DK of the ROTEX LLC Director General of April 18, 2018)

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1. Participation in ROTEX LLC Exhibitions as regulated by the General Terms and Conditions

1.1. These General Terms and Conditions of Participation in ROTEX LLC Exhibitions (hereinafter referred to as “General Terms and Conditions”) establish the procedure regulating organization of and participation in all fairs, Exhibitions and other events conducted by ROTEX LLC in the Russian Federation and abroad.

1.2. These General Terms and Conditions constitute a mandatory addendum to Agreements executed with Exhibition participants.

1.3. These General Terms and Conditions take effect upon adoption of the relevant order approving the General Terms and Conditions of Participation in ROTEX LLC Exhibitions and remain in effect until they are amended or until new General Terms and Conditions are adopted. Amendments to these General Terms and Conditions or new General Terms and Conditions are approved by the sole executive body of ROTEX LLC.

2. Key notions, terms and definitions

2.1. For the purpose of these General Terms and Conditions, the following terms and definitions are used:

Exhibition – an event designed to demonstrate and disseminate commodities, services and (or) information that takes place within a specific and clearly delineated timeframe and with certain periodicity.

Exhibition Organizer – a legal entity or an individual entrepreneur that organizes and (or) manages an event.

Exhibition Operator – a legal entity or an individual entrepreneur acting on behalf of and upon instruction from the Exhibition Organizer to provide a complete suite of services or certain specific services to Exhibitors associated with their participation in the Exhibition.

Applicant – a legal entity or an individual entrepreneur planning to take part in the Exhibition.

Exhibitor¹ – a legal entity or an individual entrepreneur that uses their own or outsourced human resources to demonstrate commodities and (or) services within the topic of the Exhibition.

Principal Exhibitor – the Exhibitor that has executed an agreement directly with the Exhibition Organizer and/or the Exhibition Operator.

Co-Exhibitor – the Exhibitor that has obtained permission from the Exhibition Organizer and/or the Exhibition Operator to demonstrate their commodities and (or) services using the Display Stand of a Principal Exhibitor while utilizing their own or outsourced human resources; a legal entity or an individual entrepreneur that exhibits their commodities and (or) services and has their own representative at the Display Stand of a Principal Exhibitor. Co-Exhibitor has the status of the Exhibitor with all the relevant rights and responsibilities arising out of that status as per these General Terms and Conditions.

Exhibit – a specimen displayed for public viewing at the Exhibition.

Participation in person – the Exhibitor’s personal participation in the Exhibition where the Exhibitor executes an agreement to rent an Exhibition Area to be used for installation of a Display Stand to demonstrate their commodities and (or) services.

Participation in absentia – the Exhibitor’s participation in the Exhibition where the Exhibitor executes an agreement to place information about their business in the Exhibition’s official catalogue but does not execute an agreement to rent an Exhibition Area to be used for installation of a Display Stand to demonstrate their commodities and (or) services.

¹ Exhibitors include Principal Exhibitors and Co-exhibitors.

Exposition – a self-contained and specifically designated section of the Exhibition complete with an independent meaning.

Exhibition Venue – a venue used to accommodate fairs and Exhibition events permanently or temporarily.

Indoor Exhibition facility – an area of the Exhibition Venue used for the Exhibition and located indoors.

Outdoor Exhibition facility - an area of the Exhibition Venue used for the Exhibition and located outdoors.

Unhosted Exhibition Area - an area of the Exhibition Venue free of Display Stands and exhibition equipment.

Hosted Exhibition Area - an area of the Exhibition Venue complete with Display Stands, furniture, and equipment required to demonstrate commodities and (or) services.

Display Stand – a unit of hosted Exhibition Area used by the Exhibitor to demonstrate their commodities and (or) services.

Exhibition Participation Agreement – a document that sets forth the terms and conditions of participation in a certain event endorsed by the Exhibitor to confirm their consent with said terms and conditions.

Exhibitor's Reference Guide – an official document issued by the Exhibition Organizer/Operator and approved by the sole executive body of the Exhibition Organizer/Operator prior to the Exhibition that contains reference information about the Exhibition, its timeframe, rules and procedures, as well as information about the value-added services provided by the Exhibition Organizer/Operator when organizing and holding the Exhibition.

Exhibition complex (Exhibition centre) – a special territory complete with buildings and (or) facilities used to hold fairs and Exhibition events.

Pavilion – a building or structure leased out to Exhibitors for the duration of the Exhibition.

3. Documenting participation of Exhibitors and Co-Exhibitors

3.1. In order to take part in the Exhibition, an Applicant signs the Exhibition Participation Agreement, stamps it with the official corporate seal and forwards it – by mail and by fax – to the Exhibition Organizer/Operator.

3.2. The Exhibition Participation Agreement that does not contain requisite data or is not signed by an authorized official of the Applicant is deemed null and void.

3.3. An Applicant may forward a signed Exhibition Participation Agreement to the Exhibition Organizer/Operator by electronic mail or fax, provided the original copy of said Agreement is subsequently forwarded thereto as well.

A facsimile or electronic copy of the Exhibition Participation Agreement has legal force until the Parties provide each other with the original copies of the Agreement signed thereby. The original copy of the Agreement must be identical to the facsimile or electronic copy of the Agreement and it must be submitted to the Exhibition Organizer/Operator by not later than the first day of the Exhibition.

3.4. Once the Exhibition Participation Agreement is signed by the Exhibition Organizer/Operator, the Applicant acquires the status of Exhibitor and is notified of the Agreement's endorsement by the Exhibition Organizer/Operator by telephone or official e-mail address.

3.5. Contractual relations between the Exhibitor and the Exhibition Organizer/Operator are regulated by the following documents that are part and parcel of the Exhibition Participation Agreement:

- 1) General Terms and Conditions of Participation in ROTEX LLC Exhibitions;
- 2) Exhibitor's Reference Guide.

3.6. Before the Agreement is signed by the Exhibition Organizer/Operator, the latter has the right:

- 1) To reject an Applicant's application without explaining the reasons for rejection;
- 2) To deny the Exhibitor the right to display Exhibits that are not in line with the theme of the Exhibition;
- 3) To require that an Applicant provide commodity origination certificates.

3.7. Distribution of Exhibition Areas.

3.7.1. Based on the desirable dimensions of the Exhibition Area specified in the Agreement, the Exhibition Organizer/Operator assigns an Exhibition Area to the Exhibitor and notifies them thereof.

At this time, the Exhibition Organizer/Operator provides the Exhibitor with the following:

- An original copy of the Exhibition Participation Agreement signed by an authorized official and stamped with an official corporate seal;
- An invoice for the services to be rendered.

3.7.2. The fact that a certain Exhibition Area was rented by the Exhibitor at a previous Exhibition does not mean the Exhibitor has the right to demand the same location for their Display Stand at the Exhibition being prepared.

3.8. The Exhibition Organizer/Operator undertakes not to change the location of the Exhibitor's Display Stand once it has been officially approved. If extraordinary circumstances require that this be done, the Exhibition Organizer/Operator undertakes to notify the Exhibitor in writing of any changes in the location and dimensions of the Exhibition Area, of any closure of exits and entrances to the Exhibition territory, as well as of any other constructive changes affecting the positioning of the Exhibitor's Display Stand. Once notified, the Exhibitor has 5 (five) business days to submit their written objections to the Exhibition Organizer/Operator by electronic mail. Based on said written objections, the Parties negotiate to determine the order of subsequent termination or modification of the Exhibition Participation Agreement. The Exhibitor may not demand that the Exhibition Organizer/Operator compensate any costs sustained by the Exhibitor as a result of modification of the terms and conditions of the Exhibition Participation Agreement.

3.9. The Exhibitor pays the cost of their participation in the Exhibition according to the invoice presented thereto. The payment is deemed to have been made once relevant funds are deposited into the bank account of the Exhibition Organizer/Operator.

3.10. The Exhibitor may invite a Co-Exhibitor to take part in the Exhibition by offering to assign a section of their Exhibition Area (Display Stand) thereto. The Exhibitor must declare each Co-Exhibitor to the Exhibition Organizer/Operator in compliance with an established procedure, i.e. by paying the Co-Exhibitor's registration fee. The Co-Exhibitor's registration fee can be paid either by the Co-Exhibitor or by the Exhibitor. The Exhibitor must inform all Co-Exhibitors of all the rights and responsibilities accounted for by these General Terms and Conditions. The Exhibitor bears joint responsibility for all Co-Exhibitors invited thereby. If the principal Exhibitor fails to declare all their Co-Exhibitors, the Exhibition Organizer/Operator has the right to bill such the Exhibitor in the amount determined at their own discretion and the Exhibitor must pay said amount before the Exhibition's conclusion.

3.11. Within 14 (fourteen) days of signing the Exhibition Participation Agreement, the Exhibitor must supply the following documents to the Exhibition Operator:

- 1) An up-to-date original abstract from the Uniform State Registry of Legal Entities or a notarized copy thereof;
- 2) Copies of registration certificates from relevant tax bodies;
- 3) A copy of the current corporate Charter;
- 4) Documents certifying the authority of the Exhibitor's official representatives to act on Exhibitor's behalf in all transactions involving the Exhibition Operator;
- 6) A certificate showing the average number of staff (as per form KND 1110018);
- 7) A certificate from the relevant tax inspectorate proving the Exhibitor has no tax arrears;

8) A copy of the balance for the last reporting period.

4. Registering Exhibitors at the Exhibition

4.1. The Exhibitor must arrive at the Exhibition Venue and undergo registration by not later than one day prior to official launch of the Exhibition.

Registration of Exhibitors takes place at the Information Desk inside the Pavilion.

The Information Desk provides the Exhibitor with information about the location of their Display Stand, the Exhibition layout by exposition theme, the list of Exhibition participants, as well as other value-added services available to Exhibitors for the duration of the Exhibition and accounted for by the Exhibitor's Reference Guide.

4.2. Registration of arriving Exhibitors is carried out within the timeframe accounted for by the Exhibitor's Reference Guide in compliance with the following rules:

4.2.1. The Exhibitor arriving at the Exhibition Venue must, at their own expense and using their own resources, position their Exhibits on the Display Stand and, if necessary, assemble their own Exhibition equipment in compliance with the terms and conditions of the Exhibition Participation Agreement and the requirements of the Exhibitor's Reference Guide.

4.2.2. Once the Display Stand has been fully assembled and filled with Exhibits, the Exhibitor's authorized representative must:

1) Submit to the Exhibition Organizer/Operator their Exhibition Participation Agreement in 2 (two) original copies, original applications for value-added services in 1 (one) original copy, and the document certifying their power of attorney to sign legal and financial documents required for participation in the Exhibition.

2) Collect from the Exhibition Organizer/Operator the Service Acceptance Act (in two copies) and the relevant invoice.

3) Complete the relevant field of the Registration Log² containing information about the Exhibition Area assigned by the Exhibition Organizer/Operator to the Exhibitor, any additional Exhibition equipment and value-added services provided thereto by the Exhibition Organizer/Operator, as well as the set of Exhibition-related documentation, and sign against their entry in the Registration Log. If the services provided by the Exhibition Organizer/Operator do not match the services requested by the Exhibitor, the latter, by 18:00 of the same day, must submit a written claim to the Exhibition Organizer/Operator indicating the time and nature of the infraction, as well as the name and identification details of the document certifying the Exhibition Organizer/Operator's consent to provide relevant services and the documents proving that the payment for relevant services has been made.

Claims submitted in violation of these requirements will not be considered.

4.3. Registration of departing Exhibitors takes place within the timeframe accounted for by the Exhibitor's Reference Guide and according to the following rules:

4.3.1. The Exhibitor departing from the Exhibition must vacate their Exhibition Area and (or) return their Display Stand and any Exhibition equipment in good repair to the Exhibition Organizer/Operator. If any of the property supplied to the Exhibitor for Exhibition purposes has been lost or damaged, the Exhibitor must compensate the value of said property.

4.3.1.1. If the Exhibitor used their own resources to assemble their Display Stand, the Exhibitor must, at their own expense and using their own resources, dismantle the Display Stand and package their Exhibits and information and advertising materials.

4.3.1.2. If the Display Stand used by the Exhibitor had been supplied by the Exhibition Organizer/Operator, the Exhibitor must, at their own expense and using their own resources, dismantle and package all their Exhibits and information and advertising materials.

² Registration Log – the document used by the Exhibition Organizer/Operator to register participating Exhibitors.

4.3.2. After that, the Exhibitor's authorized representative, with participation of the authorized representative of the Exhibition Organizer/Operator, must complete the relevant field of the Registration Log indicating that the Exhibition Area and (or) the Display Stand and additional equipment have been returned to and accepted by the Exhibition Organizer/Operator in good repair, and sign against their entry in the Registration Log.

4.4. Exhibitors are not allowed to dismantle their Display Stands and package and remove their Exhibits from the Exhibition Venue before the Exhibition officially concludes. The Exhibitor found in violation of this requirement must, upon written request of the Exhibition Organizer/Operator, pay a penalty in the amount of 25% of the rent payable for unhosted Exhibition Area accounted for by their Exhibition Participation Agreement within not more than 10 (ten) business days of being requested to do so by the Exhibition Organizer/Operator.

4.5. If the Exhibitor failed to take part in the Exhibition, regardless of the reasons behind such failure, the Exhibition Organizer/Operator has the right to repudiate the Exhibition Participation Agreement and use the relevant Exhibition Area at their own discretion without repaying the fees paid by the Exhibitor thereunder.

This rule applies to the following circumstances:

- Exhibitor fails to use the hosted Exhibition Area assigned thereto under the Exhibition Participation Agreement and the Exhibitor's authorized representative fails to show up at the Exhibition Venue for registration by 18:00 of the day preceding the Exhibition's launch day;
- Exhibitor fails to use the unhosted Exhibition Area assigned thereto under the Exhibition Participation Agreement and the Exhibitor's authorized representative fails to show up at the Exhibition Venue by 18:00 of the first day of Exhibition assembly.

Should there arise any circumstances preventing the Exhibitor or their authorized representative from taking over a designated Exhibition Area within the timeframe specified above, the Exhibitor must notify the Exhibition Organizer/Operator of the onset of said circumstances using the Exhibition Organizer/Operator's official email addresses and telephone numbers.

5. Registration fee

5.1. The Exhibitor must pay a mandatory registration fee in the amount accounted for by the Exhibition Participation Agreement. The registration fee is included in the cost of participation in the Exhibition and is to be paid by the Exhibitor at the same time when the Exhibitor pays the rent for the designated Exhibition Area accounted for by the Exhibition Participation Agreement based on a single invoice presented by the Exhibition Organizer/Operator.

The registration fee covers the following:

- 1) General information and advertisement support of the Exhibition;
- 2) Inclusion of information about the Exhibitor and their business in the Exhibition's electronic catalogue;
- 3) Inclusion of information about the Exhibitor and their business in the Exhibition's official catalogue;
- 4) Inclusion of information about the Exhibitor in the Exhibition's Pavilion list (name of the company and number of the Display Stand).

6. Services and payments

6.1. The Exhibition Organizer/Operator provides the Exhibitor with services associated with the Exhibitor's participation in the Exhibition.

6.2. Upon moving into a Pavilion, the Exhibitor takes over a designated Exhibition Area and (or) Display Stand and additional equipment as their authorized representative makes and signs against an entry to same effect in the Registration Log.

6.3. The Exhibitor must pay for Exhibition participation services accounted for by their Exhibition Participation Agreement in full by remitting the requisite amount of funds to the Exhibition Organizer/Operator's bank account in compliance with the procedure accounted for by the terms and conditions of the Exhibition Participation Agreement. All applicable banking charges are payable by the Exhibitor. The amount of applicable banking charges is determined by the relevant bank and is payable at the same time when the Exhibitor makes a full payment accounted for by the Exhibition Participation Agreement.

6.4. Should the Exhibitor fail to make the payment in full and within the timeframe specified by the Exhibition Participation Agreement, the Exhibition Organizer/Operator has the right to repudiate the Agreement.

6.5. The total amount payable under the Exhibition Participation Agreement includes the cost of participation in the Exhibition and the cost of value-added services.

6.5.1. The cost of participation in the Exhibition includes the following:

1) The cost of renting an unhosted Exhibition Area per square metre for the entire duration of the Exhibition regardless of the number of days for which it runs. Each incomplete square metre is documented as complete and the entire Exhibition Area is considered to be a rectangle regardless of any irregularities, such as protrusions, columns, pylons, etc.;

2) Registration fee.

6.5.2. The list and cost of value-added services provided by the Exhibition Organizer/Operator in the course of the Exhibition are accounted for by the Exhibitor's Reference Guide.

6.6. Value-added services are provided on the basis of Applications for value-added services that are signed, submitted and paid by the Exhibitor. Said Applications for value-added services are part and parcel of the Exhibition Participation Agreement.

6.7. Prior to conclusion of the Exhibition, the Exhibition Organizer/Operator provides the Exhibitor with 2 (two) copies of a Service Acceptance Act. The Exhibitor must sign the Service Acceptance Act within 3 (three) business days of receiving it or submit a motivated written refusal to do so to the Exhibition Organizer/Operator within the same time period. Should the Exhibitor fail to sign the Service Acceptance Act and submit a motivated written refusal to do so within the timeframe specified above, the services provided under the Exhibition Participation Agreement shall be considered to have been accepted by the Exhibitor.

7. Withdrawing from the Exhibition; refusing value-added services

7.1 Once the Exhibition Participation Agreement has been signed by both Parties, the Exhibitor may not withdraw from the Exhibition or reduce the dimensions/scale of their exposition unilaterally.

The Exhibitor wishing to withdraw from the Exhibition must submit a written statement to the Exhibition Organizer/Operator by fax or email indicating the reasons and circumstances preventing their participation in the Exhibition.

Based on that statement, the Parties will negotiate the subsequent procedure for termination or modification of the Exhibition Participation Agreement.

7.2. If the Exhibitor withdraws from the Exhibition after the withdrawal deadline accounted for by their Exhibition Participation Agreement, the Exhibitor will, upon written request of the Exhibition Organizer/Operator, pay a penalty in the amount of 100% of the total cost of participation in the Exhibition.

8. Canceling or changing the timeframe of the Exhibition

8.1. If the timeframe of the Exhibition is changed or if the Exhibition is canceled due to circumstances over which the Exhibition Organizer/Operator has no control, the Exhibition Organizer/Operator notifies all Exhibitors to same effect in writing. In this case, the

responsibilities of the Exhibition Organizer/Operator accounted for by these General Terms and Conditions shall be deemed as terminated. The Exhibitor recognizes that the Exhibition Organizer/Operator has incurred expenses while fulfilling their responsibilities under the Exhibition Participation Agreement and has the right not to compensate the Exhibitor for the amounts of funds spent on their behalf. The Exhibitor may not require a compensation of their losses.

8.2. If the timeframe of the Exhibition is changed or if the Exhibition is canceled through the fault of the Exhibition Organizer/Operator, the latter shall compensate the Exhibitor, upon their written request, for any services it failed to provide.

9. Insurance

9.1. The Exhibition Organizer/Operator recommends that Exhibitors execute agreements with insurance companies to ensure their Exhibits for the duration of the Exhibition and purchase third party liability insurance policies commensurate with their activities during the Exhibition.

10. Assembly and disassembly works

10.1. Assembly and disassembly works, including electric and plumbing works, are carried out by organizations acting on behalf of the Exhibition Organizer/Operator or Exhibitor, provided they have been duly accredited with the Master Developer of the Exhibition Venue, within the timeframe accounted for by the Exhibition Participation Agreement and within the boundaries of the relevant Exhibition Area.

10.2. All temporary structures are erected and all Display Stands are installed within the boundaries of the Exhibition Area assigned to the Exhibitor. The vertical dimension of Display Stands may not exceed that accounted for by the Exhibitor's Reference Guide. Exhibitors wishing to exceed the authorized vertical dimension of Display Stand or to build a two-storey Display Stand must apply to the Exhibition Organizer/Operator for a special permit.

10.3. Unloading, assembly and other works required to install an exposition may not commence ahead of the start date determined by the Exhibition Organizer/Operator and they must conclude, including removal of empty containers from the premises, by not later than the deadline specified in the Exhibitor's Reference Guide in full compliance with the relevant requirements of the Exhibition Organizer/Operator.

10.4. All exposition completion services, including electricity and water supply services, as well as additional equipment are paid for based on separate bills according to the rates established by the Exhibition Organizer/Operator. Such bills must be paid before any assembly works may commence.

10.5. The Exhibitor may begin dismantling their exposition solely within the timeframe specified in the Exhibitor's Reference Guide. The Exhibitor must finish dismantling their exposition, bring their designated Exhibition Area into its original state and remove all Exhibition-related cargo from the premises by the deadline established by the Exhibition Organizer/Operator for a specific Exhibition.

10.6. Exhibitors that choose to install their Exhibition stands independently, using their own resources, must dismantle their Display Stands and equipment and remove all Exhibits and Exhibition-related cargo from the premises at their own expense or at the expense of third parties.

The Exhibitor must return their designated Exhibition Area in its original state to the Exhibition Organizer/Operator within the established timeframe. If the Exhibitor fails to do so, the Exhibition Organizer/Operator has the right to remove all relevant Exhibits and prepare (clear out) the relevant Exhibition Area for further use at the Exhibitor's expense. The Exhibition Organizer/Operator is not required to retain the property thus removed and may dispose of it at their own discretion.

10.7. If, during the Exhibition, the Exhibitor used Display Stands supplied by the Exhibition Organizer/Operator, the Exhibitor must, upon conclusion of the Exhibition, remove all their Exhibits, packaging, information and advertising materials, as well as all other property from said Display Stands. The Exhibitor must return their Display Stands and all additional equipment to the Exhibition Organizer/Operator in their original state, i.e. in good repair.

Should any Display Stands, including any constructive elements thereof, or any additional equipment supplied to the Exhibitor by the Exhibition Organizer/Operator for temporary use during the Exhibition end up being lost or damaged, the Exhibitor shall compensate the value of lost or damaged property to the Exhibition Organizer/Operator.

11. Information and advertisement

11.1. All kinds of advertising activities are carried out in compliance with applicable laws of the Russian Federation. The Exhibitor is free to carry out any kind of advertising activities as long as said activities are restricted to their Display Stand and promote the Exhibitor and their services and commodities in strict compliance with the theme of the Exhibition.

11.2. Exhibitors may post their advertising material in specifically designated areas outside their Display Stands provided they have been authorized to do so by the Exhibition Organizer/Operator and paid for such posting.

The Exhibitor found in violation of said requirements must eliminate relevant infractions and pay a penalty in the amount of 25% of the rent payable for unhosted Exhibition Area accounted for by their Exhibition Participation Agreement within not more than 10 (ten) business days of being requested to do so in writing by the Exhibition Organizer/Operator.

11.3. Any audio or moving advertisement must be approved by the Exhibition Organizer/Operator in writing in order to make sure it does not affect the business of other Exhibition participants. The Exhibition Organizer/Operator may forbid posting any kind of advertisement that upsets the layout or integrity of an exposition, violates the norms of ethics and morality or undermines the prestige of the Exhibition.

11.4. Installation of audio systems on a Display Stand must be coordinated with the Exhibition Organizer/Operator. An application must be submitted at least three weeks prior to the launch of the Exhibition. The sound volume at the boundaries of the Exhibitor's Display Stand must not exceed 70 dB.

11.5. If the Exhibitor is found in violation of the requirements set forth in Paragraphs 11.1 - 11.4 hereof, their Display Stand may be disconnected from power supply. Such the Exhibitor shall have no right to claim damages, whether direct or indirect, sustained as a result of disconnection of their Display Stand from power supply.

11.6. Exhibitors using copyrighted audio or video materials as part of their exposition shall ensure their own compliance with relevant intellectual property laws and regulations.

11.7. For additional fee, the Exhibitor may instruct the Exhibition Organizer/Operator to manufacture and install billboards, produce banners, radio advertisement, printed advertising materials etc., all of which can be done at the rates established by the Exhibition Organizer/Operator.

11.8. The Exhibitor wishing to post their information and advertisement materials independently and using their own resources must complete their assembly and installation by the specific deadline established by the Exhibition Organizer/Operator for each particular Exhibition.

11.9. Disassembly of information and advertisement materials may begin within the timeframe accounted for by the Exhibitor's Reference Guide. The Exhibitor must complete the disassembly of their information and advertisement materials by not later than the deadline established by the Exhibition Organizer/Operator for each particular Exhibition.

11.10. Upon conclusion of the Exhibition, the Exhibitor removes all constructive elements of their exposition, as well as information and advertisement materials, banners, flyers etc.

independently and using their own resources or by the Exhibition Organizer/Operator at Exhibitor's expense.

12. Transportation services and customs clearance

12.1. All loading and unloading works are carried out solely by organizations accredited by the relevant Exhibition Venue. Exhibition participants are forbidden to use unauthorized freight-lifting mechanisms.

12.2. Exhibits imported into or exported out of the Russian Federation are subject to mandatory customs clearance.

12.3. During the assembly, operation and disassembly of the Exhibition, all motor vehicles of Exhibition participants enter and exit the Exhibition Venue in compliance with the rules accounted for by the Exhibitor's Reference Guide for each particular Exhibition.

13. Working at the Exhibition

13.1. The business hours for Exhibitors and visitors are specified in the Exhibitor's Reference Guide for each particular Exhibition.

13.2. The Exhibition Organizer/Operator takes part in the solution of all issues and problems arising in the course of preparation and operation of the Exhibition, including the following: resolution of conflicts between Exhibitors, closure of expositions, curtailment of the amount of available services if these General Terms and Conditions are violated, etc.

13.3. The Exhibitor brings their Exhibits and Exhibition equipment into a Pavilion and removes them out of the Pavilion using a pass whose form is accounted for by the Exhibitor's Reference Guide.

Such a pass is subject to mandatory registration with the Exhibition Organizer/Operator inside the Pavilion.

13.4. The Exhibitor keeps their Display Stands tidy and orderly and cleans their designated Exhibition Area independently using their own resources or instructs the Exhibition Organizer/Operator to do it on their behalf and at their expense.

13.5. All types of lotteries, challenges, and prize competitions are carried out solely in compliance with applicable laws of the Russian Federation and with approval of the Exhibition Organizer/Operator. The organizers of lotteries, challenges and prize competitions are responsible for ensuring their compliance with applicable laws of the Russian Federation.

13.6. If, in the course of the Exhibition, the Exhibitor plans to sell their Exhibits directly to Exhibition visitors, the retail procedure is organized in compliance with Paragraphs 1 - 3, Article 2 of RF Federal Law No.54-FZ of May 22, 2003, "On using cash registers to process cash and (or) card payment transactions".

13.7. The Exhibitor must ensure that their authorized representative is always present at their Display Stand during the Exhibition's regular business hours and that specialists are available to provide explanations to visitors inquiring after their Exhibits. In addition, the Exhibitor must ensure that the following documentation is always available at their Display Stand: documents issued to accompany their Exhibits, a copy of their Exhibition Participation Agreement, and documents proving that all requisite payments have been made under their Exhibition Participation Agreement.

13.8. All Exhibits must remain in their designated places until conclusion of the Exhibition. If the integrity of an Exhibition's exposition is found to have been compromised through the Exhibitor's fault, said Exhibitor must pay a penalty in the amount of 25% of the rent payable for unhosted Exhibition Area accounted for by their Exhibition Participation Agreement within not more than 10 (ten) business days of being requested to do so in writing by the Exhibition Organizer/Operator.

13.9. The Exhibitor may remain at their Display Stand during the period specified by the Exhibitor's Reference Guide from the moment the Pavilion's security alarm system is disarmed until the moment the Pavilion's security alarm system is armed again.

13.10. Exhibitors may not survey Exhibition visitors outside the boundaries of their Display Stands unless specifically authorized to do so by the Exhibition Organizer/Operator.

13.11. The Exhibition Organizer/Operator has the right to demand that Exhibitors remove any uncertified Exhibits, as well as Exhibits that do not meet the mandatory requirements for their specific types of commodities, from their respective Display Stands.

14. Patent rights and industrial property

14.1. Pursuant to the Paris Convention for the Protection of Industrial Property which is effective on the territory of the Russian Federation and which protects industrial property rights of honest entrepreneurs, all participants of officially recognized international Exhibitions held on the territory of the Russian Federation are granted temporary protection of their industrial property (inventions, utility models, industrial specimens and trademarks) represented by their Exhibits displayed at such Exhibitions.

14.2. Only Exhibits that are non-infringing articles may be displayed at an Exhibition. Exhibitors are solely responsible for their own compliance with this requirement.

14.3. In the Russian Federation, temporary protection (Exhibition priority) of industrial property is available for inventions and utility models for a period of 12 months and for industrial specimens and trademarks – for a period of six months. Said periods commence on the day on which relevant Exhibits are openly displayed at an Exhibition.

14.4. Exhibits found to be in violation of patent law or effective Russian laws or to be otherwise prohibited may be removed from a Display Stand by the Exhibition Organizer/Operator at Exhibitor's expense.

15. Security and safety

15.1. For the entire duration of the Exhibition, including the periods of assembly and disassembly works, the Exhibition Organizer/Operator implements activities designed to maintain public order on the Exhibition territory, as well as to ensure interior security and access control. Throughout the entire duration of the Exhibition, security services are provided by licensed security companies.

15.2. The Exhibition Organizer/Operator ensures:

- maintenance of public order;
- professional handling of emergency situations (threat of detonation, discovery of suspicious abandoned objects, fire, etc.).

16. Fire safety

16.1. The Exhibition Organizer/Operator ensures general fire safety at the Exhibition.

16.2. Each Exhibitor is responsible for ensuring fire safety of their Display Stand and undertakes to meet the general fire safety requirements, know how to act in case of fire and use fire-fighting equipment.

16.3. To ensure fire safety on the Exhibition's territory, it is forbidden:

- To keep empty containers and garbage at Display Stands (at the close of each business day, Exhibitors that did not order individual cleaning of their respective Display Stands must collect their garbage and place it in garbage bags or boxes in the aisle);
- To keep combustible and flammable liquids and combustible gas containers inside Pavilions;
- To smoke inside Pavilions and at Display Stands;

- To conduct any welding, soldering and any other hot works inside Pavilions;
- To place fire-hazardous Exhibits on Display Stands and use fire-hazardous and (or) flammable construction materials when building Display Stands, as well as combustible materials that cannot be rendered fire-resistant with special treatment;
- To carry out any paint works using combustible and flammable paints.

16.4. The Exhibitor must treat all flammable objects and materials used at the Exhibition to render them fire-proof or fire-resistant, provide the Exhibition Organizer/Operator with relevant fire safety certificates (fire-proofing acts) and ensure – at their own expense – that their Display Stand is equipped with fire-fighting equipment.

17. Exhibitor's liability

17.1. The Exhibitor is responsible for integrity of their Exhibits and any property installed during the assembly, disassembly, and operation of the Exhibition, as well as for their compliance with the following:

1. General Terms and Conditions of Participation in ROTEX LLC Exhibitions;
2. Exhibitor's Reference Guide;
3. House rules and relevant bylaws of the Exhibition Venue.

17.2. The Exhibitor undertakes neither to harm the Exhibition Organizer/Operator and their employees, nor to damage the Exhibition Organizer/Operator's property throughout the entire term of their Exhibition Participation Agreement.

17.3. The Exhibitor undertakes to exempt the Exhibition Organizer/Operator from any liability whatsoever if, in the course of the Exhibition, any of the Exhibitor's official representatives sustain bodily damages and other traumas through no fault of the Exhibition Organizer/Operator or any third parties contracted thereby.

17.4. If the Exhibitor is found to have caused damages, the Exhibitor shall compensate said damages to the Exhibition Organizer/Operator based on an act prepared and signed by authorized representatives of the Parties.

17.5. The Exhibitor undertakes to use their designated Exhibition Area solely for the purpose of showcasing their Exhibits, information and advertising materials about their commodities and services that are in line with the Exhibition's theme, with the intent to search for, identify and engage with potential counteragents. Using the Exhibition Area for any other purposes is forbidden. The Exhibitor undertakes to showcase at the Exhibition only those commodities and services that are fully in line with the Exhibition's theme.

17.6. The Exhibitor undertakes not to allow a third party to use their designated Exhibition Area, partially or in full, whether for a fee or free of charge, nor to assign their rights and obligations accounted for by their Exhibition Participation Agreement to a third party without prior written consent of the Exhibition Organizer/Operator.

17.7. If the Exhibitor is late making payments accounted for by their Exhibition Participation Agreement, the Exhibition Organizer/Operator may repudiate the Agreement and, if the Exhibitor has already occupied their designated Exhibition Area, the Exhibition Organizer/Operator has the right to disconnect the Exhibitor's Display Stand from all relevant utilities. The Exhibition Organizer/Operator has the right to terminate the Exhibition Participation Agreement early in other cases if the Exhibitor is found to have materially violated the provisions of these General Terms and Conditions. In such cases, any funds paid by the Exhibitor are retained by the Exhibition Organizer/Operator and any outstanding balances must be paid by the Exhibitor in compliance with the established procedure. These funds are considered to be penalties.

17.8. If the Exhibitor has failed to meet the requirements of these General Terms and Conditions, including payment of applicable penalties, the Exhibition Organizer/Operator may, at their own discretion, terminate the provision of relevant services, curtail the amount of equipment provided to the defaulted Exhibitor, or find the Exhibitor to have repudiated their

Exhibition Participation Agreement which may result in the consequences accounted for by these General Terms and Conditions; in addition, the Exhibition Organizer/Operator may impound the Exhibitor's Exhibits as security (Article 14, Articles 359 - 360 of the RF Civil Code) against any unpaid amounts, including unpaid penalties and the cost of retention and safekeeping of the Exhibitor's property, unless otherwise agreed upon by the Parties.

17.9. The Exhibitor undertakes, upon written request of the Exhibition Operator, to pay a penalty in the amount of 500,000 (Five hundred thousand) roubles if the following circumstances – deemed as indisputable and evident violations of contractual obligations – arise:

- 1) Temporary structures, Display Stands and/or Exhibits are installed by the Exhibitor in violation of the boundaries of their designated Exhibition Area;
- 2) The Display Stand does not match the layout previously approved by the Exhibition Operator;
- 3) The Display Stand fails a technical assessment carried out by relevant experts.

18. Exhibition Organizer/Operator's liability and indemnity

18.1. The Exhibition Organizer/Operator is responsible for organization and conduct of Exhibitions in a timely fashion, as well as for proper provision of value-added services agreed upon by the Parties as per the Exhibitor's Reference Guide and the Exhibition Participation Agreement.

18.2. The Exhibition Organizer/Operator is not responsible for the Exhibitor's property on the Display Stand during the Exhibition, following its conclusion, and during the assembly and disassembly periods.

18.3. The Exhibition Organizer/Operator is not responsible for meteorological conditions (outside air temperature, atmospheric pressure, air humidity, wind, cloud coverage, precipitation, visibility range, fog, thunderstorms, soil condition and temperature, condition and depth of snow cover) affecting Exhibitors working outdoors and in temporary Pavilions erected for the duration of the Exhibition.

18.4. The Exhibition Organizer/Operator is not responsible for the contents of Exhibitors' information and advertising materials, as well as availability of relevant permits, certificates, licenses, patents and properly documented titles to their Exhibits.

18.5. Should the Exhibition Organizer/Operator be found to have failed to provide relevant services, properly and in full, the latter shall issue a refund to the Exhibitor for the services it failed to provide.

19. Resolving conflicts and disputes between the Parties

19.1. Any disputes and disagreements between the Exhibitor and the Exhibition Organizer/Operator, if they cannot be resolved by means of negotiations, shall be adjudicated by the Arbitration Court of Moscow. If the Exhibitor is a foreign legal entity, said disputes and disagreements shall be adjudicated by the International Commercial Arbitration Court under the Chamber of Commerce and Industry of the Russian Federation, in compliance with its bylaws, whose decision will be final and mandatory for both Parties.

19.2. Russian law shall prevail. If the text of these General Terms and Conditions in a foreign language is interpreted differently, the original Russian text shall prevail.

19.3. The pre-court dispute resolution procedure is mandatory under the Exhibition Participation Agreement. The Exhibitor can present all their claims to the Exhibition Organizer/Operator during the Exhibition operation period. The Exhibitor must support any claim with documents that substantiate the claim, prove the fact that the Exhibition Organizer/Operator has agreed to fulfill an obligation and failed to do so, show the monetary value of the violated obligation, as well as provide documents proving the Exhibitor has paid for their participation in the Exhibition or relevant value-added services in full. Any claims that do

not meet the established requirements, as well as claims received past the deadline are deemed unsubstantiated and will not be honoured.

20. Force-majeure

20.1. The Exhibition Organizer/Operator shall not be responsible for any damages sustained as a result of the onset of force-majeure circumstances, such as: fire, natural disasters, warfare, military operations of any nature, importation or exportation sanctions, or any other circumstances beyond the Parties' control. The timeframe for fulfillment of the contractual obligations accounted for by the Exhibition Participation Agreement shall be extended by the time period during which said force-majeure circumstances remained in effect.

20.2. Should force-majeure circumstances remain in effect in excess of 3 (three) months, the Exhibitor and the Exhibition Organizer/Operator shall have the right to terminate the Exhibition Participation Agreement in which case neither Party shall have the right to claim compensation of possible damages by the other Party.

20.3. The Party prevented by force-majeure circumstances from being able to fulfill their obligations under the Exhibition Participation Agreement shall notify the other Party forthwith of the onset and conclusion of said circumstances.

20.4. Documents (certificates) issued by relevant competent bodies of the Parties shall be used to prove the onset and duration of force-majeure circumstances.