General participation terms

ARTICLE I. ORGANIZER
Incheba, Inc., Viedenská cesta 3-7, 851 01 Bratislava 5, Slovak Republic (hereinafter referred to as the "Organizer")

ARTICLE II. EXHIBITOR, CO-EXHIBITOR AND CONTRACTOR
EXHIBITOR is a natural or legal person that sends to the address of the Organizer a signed Registration Form and the Organizer does not reject the Registration Form within deadline. CO-EXHIBITOR is a natural or legal person that operates at the exhibition stand of an Exhibitor and is independently listed in the register and list of exhibitors. CONTRACTOR is a natural or legal person with a licence to perform assembly or disassembly of exhibition stands registered in the Trade or Commercial Register.

ARTICLE III. REGISTRATION FORM OF PARTICIPATION AND ALLOCATION OF EXHIBITION SPACE
1. The Organizer determines the theme and focus of the exhibition event.
2. To participate at the exhibition event it is necessary to fill in and sign the Registration Form and accept the General Terms of Participation and Organizational Guidelines.
3. The Registration Form sent to the Organizer is binding for the Exhibitor even in the cases when the Organizer cannot meet all requirements put by the Exhibitor.
4. The Organizer rents the exhibition space and reserves the right to decide about acceptance, limits, extensions or rejection of the Registration Form without a reason being stated.
5. The exhibition space will be available for the Exhibitor for exhibition stand assembly on the date specified by the Organizational Guidelines. Payment of all invoices in deadline and a liability insurance contract for damage caused by their own activities to the extent according to the Article XIII (3) are required for the exhibition space to be handed over to the Exhibitor. Another requirement for Exhibitor whose exhibition stand is not assembled by the Organizer is a deposit for rented area. The deposit depends on the size of the rented space and is stated in the Organizational Guidelines.
6. The Exhibitor undertakes to take over the area no later than at 12.00am on the day before the commencement of the event. If the Exhibitor fails to take over the area in the given time, the Organizer reserves the exclusive right to freely dispose of the unsettled area. The Exhibitor is not entitled to claim the return of payment or any other financial compensation.
7. The Exhibitor undertakes to occupy only the exhibition space that the Exhibitor paid for. In case of interest in area extension, the Exhibitor is obliged to apply in writing to the Organizer. The Organizer reserves the exclusive right to decide on the assignment of the exhibition space. The area extension is only possible with a written agreement of the Organizer and for a fee. The fee is set by the Organizer.

ARTICLE IV. REGISTRATION FEE, RENTAL OF EXHIBITION SPACE AND SERVICES
1. The amount of rent for inner and outer exhibition space is always stated in the Registration Form. Every partial square metre is counted as an entire square metre. The size of the smallest indoor exhibition space assigned is 6 m^2 and 12 m^2 for outer exhibition space. An exception may be granted only by the Organizer.
2. The Exhibitor is forbidden to rent the exhibition space to a third party.
3. The deadlines for ordering services are specified in the Catalogue of Services and in Organizational Guidelines. The Organizer reserves the exclusive right not to accept any order of services placed after the deadline.
4. The Exhibitor undertakes to pay a fee for the Co-exhibitor.

ARTICLE V. PAYMENT TERMS
1. After receiving the Registration Form from the Exhibitor, the Registration Form is deemed to be accepted and the contractual relationship between the Organizer and the Exhibitor entered at the moment when the Organizer receives the Registration Form of the Exhibitor, unless the Organizer informs the Exhibitor in five working days since receiving the Registration Form about not accepting it. In such case the Exhibitor is not entitled to enter the exhibition event as Exhibitor. All payments that were already done by the Exhibitor to the Organizer in relation to the exhibition event will be returned to the Exhibitor within 60 days since not accepting the Registration Form, thus any claims against the Organizer due to refusal of the Registration Form are deemed settled in whole extent and the Exhibitor has no other claim to arose, especially a claim for damages. If the Organizer does accept the Registration Form of the Exhibitor, an advance invoice for the registration fee and rental of the exhibition space in full is sent. The Exhibitor undertakes to pay the registration fee and rental fee for the ordered area on the day specified in the invoice. The day on which the invoiced amount is credited to the Organizer's account is considered the day of payment. Failure in that respect enables the Organizer to withdraw from the contract.
2. The Exhibitor undertakes to pay the Organizer for all ordered services on the date specified in the invoice. If the Exhibitor fails to pay the invoice by the due date, the Organizer reserves the right to charge the Exhibitor a sum equal to 0, 05% of the invoiced amount for each day of delay.
3. A complaint regarding the payment of the invoice to the Organizer must be made by the Exhibitor in writing within 14 days since receiving the invoice. After this period, no complaint will be accepted.
4. If the Exhibitor failed to meet all obligations towards the Organizer, the Organizer reserves the right to withhold the exposition and exhibits and store them at the risk of expense of the Exhibitor. In case the Exhibitor fails to fulfil these obligations within 30 days, the Organizer reserves the right arrange a public or private sale of the exposition and exhibits or use them at their discretion. The Organizer reserves the right to charge the difference between the income from the sale and receivables increased by the amount of costs connected with storage and sale.
5. If the Exhibitor terminates the participation on the exhibition event, he undertakes to pay the Organizer the cancellation fee as follows:
   - cancellation made more than 60 days prior to the event - 50% of the exhibition area and the registration fee
   - cancellation made between 30 to 60 days prior to the event - 75% of the exhibition area and the registration fee
   - cancellation made less than 30 days prior to the event - 100% of the exhibition area and the registration fee
6. The Exhibitor undertakes to inform the Organizer in writing about the cancellation of participation that must be delivered to the Organizer in a demonstrable manner. If the Exhibitor fails to terminate the participation in such manner, he is obliged to pay the Organizer, in addition to the cancellation fee, all damages resulting from his non-participation.
7. The Exhibitor undertakes to pay the cancellation fee also in cases of failure in paying the rental fee for the exhibition area and the registration fee.
8. In case the Exhibitor declares bankruptcy, applies for composition proceedings or enters into liquidation before or during the exhibition event, the Organizer reserves the exclusive right to withdraw from the contract while retaining the right to be paid by the Exhibitor.
9. In case the exhibition event does not take place, all Registration Forms and assigned exhibition spaces will be deemed cancelled and Exhibitors will be refunded any fees already paid, less the costs associated with the provision of the event so far. These costs can be partially or completely distributed between the Exhibitors up to the maximum amount of 15% of the original rental fee of the exhibition area. This refund will be made within 90 days from the cancellation of the exhibition event.

ARTICLE VI. EXHIBITS
1. The Exhibitor undertakes to present exhibits and offer services which comply with the thematic profile of the relevant exhibition event.
2. The maximum weight of exhibits is 300 kg/m2. If this limit is to be exceeded, a written approval of the Organizer is needed.
3. The Exhibitor/Contractor undertakes to install and uninstall the exhibits in accordance with the Organizational Guidelines.
4. The exhibition area, exhibition stand and exhibits are always taken over by the Exhibitor or a person authorized by the Exhibitor. In case the Exhibitor or the person authorized by the Exhibitor is not present, the exhibit will be placed at the Exhibitor's risk and expense in a location chosen by the Organizer.
5. The Exhibitor/Contractor undertakes to remove the exhibits within the disassembly. If the exhibits continue to remain in the premises of the exhibition area of the Organizer after the disassembly date, they will be removed and stored at the risk and expense of the Exhibitor/Contractor. The Organizer will release the exhibits to the Exhibitor/Contractor upon the payment of expenses for handling and storage services.
6. The Organizer is not responsible to the Exhibitor, Co-exhibitor and Contractor for loss, destruction or any damage caused to the exhibits regardless of a fact if the destruction or damage was caused before commencement of the fair, during it or after the end.

ARTICLE VII. CUSTOMS AND FORWARDING SERVICES
1. The Exhibitor undertakes to order customs and forwarding services from the Organizer in writing.

ARTICLE VIII. ASSEMBLY AND DISASSEMBLY OF EXHIBITION STANDS.
1. The Exhibitor undertakes to inform the Contractor of the General Terms of Participation, Organizational Guidelines and Technical and Safety Regulations of the Organizer which form an integral part of the General Terms of Participation and undertakes to ensure their compliance.
2. The Organizer sets the date of assembly and disassembly and reserves the exclusive right to decide who and under what conditions will be or will not be allowed to enter the exhibition area to carry out assembly or disassembly.
3. The Organizer reserves the exclusive right to grant an exception from the assembly/disassembly dates. The exception is only possible with the written consent of the Organizer in pursuance of payment set in the Organizational Guidelines. The assembly period cannot be extended on the last day of assembly.
4. If the exhibition stand is not implemented by the Organizer, the Exhibitor/Contractor undertakes to submit the following documents before the commencement of the assembly:

a. / Project documentation of the exhibition stand for approval
b. / Confirmation of the Contractor of the exhibition stand (Catalogue of Services – Form 7.6)
c. / Trade license or an extract from the Commercial Register
d. / Approved project documentation of the exhibition stand (Catalogue of Services – Form 7.7)
e. / Submitted upon request must be proof of payment of the exhibition space, services, fees for the approval of the project and inspection of electrical installation
f. / The copy of insurance contract concerning liability for damage caused by their own activities (Article XIII, (3))
g. / Proof of the deposit made for ordered exhibition space
h. / List of names of all the assembly workers
ch. / A valid certificate from workers who will accomplish the electrical installation according to the regulation 718/2002 Collection of Laws, in case of welding it is necessary to present a valid welding certificate of qualification and in case of special activities it is necessary to present all the certificates required
i. / A valid audit report on a protection and insulation of the electrical machinery, instruments and devices that will be used during assembly, exhibition course and disassembly

All of these obligations for the Exhibitor/Contractor are better specified in the Catalogue of Services and Organizational Guidelines.

5. The Exhibitor/Contractor undertakes to ensure that the design of the exhibition stand does not interfere with or restrict its surroundings and does not exceed the floor plan of the rented exhibition space not even at the level of the exhibition stand's ceiling structure.
6. The Exhibitor/Contractor undertakes to carry out the assembly and disassembly of the exhibition stands only on the area of the rented exhibition space, in the case of exception the procedure follows the general rules during assembly.
7. The Exhibitor/Contractor undertakes to carry out production works in areas assigned for it and for a fee specified by the Organizer. Carrying out production work (such as sawing, milling, carpentry treatment of large formats, welding, etc.) and work on editing materials on the rented exhibition space is forbidden, such works can be carried out only in areas assigned for it by the Organizer.
8. The Exhibitor/Contractor undertakes to not pollute the surroundings of the exhibition stand during its assembly.
9. The Exhibitor/Contractor undertakes to transport the exhibits and construction and assembly material only through the assigned gate of the exhibition hall. If requested by the Exhibitor/Contractor, a gate near their exhibition space may be opened by the Organizer for a fee.
10. Any interference with fixed structures of the exhibition halls and areas is forbidden. The Exhibitor/Contractor undertakes to comply with this rule.
11. The Exhibitor/Contractor will order attachment points only from the Organizer under the conditions stated in the Catalogue of Services.
12. The Exhibitor/Contractor undertakes to remove all materials from the entire exhibition stand in case of own assembly/disassembly.
13. The maximum height of the exhibition stand in the exhibition halls including topmost point is three metres. Exceptions are permitted by the Organizer for a fee pursuant to a valid pricelist.
14. The maximum height of the exhibition stand in the outer exhibition areas is eight metres. Outdoor structures exceeding a height of three metres are permitted only after submission of a structural designer's judgment taking into account static of the structure and gusty winds.
15. The Exhibitor/Contractor undertakes to use the ordered outlets for electricity, water and other technical media only for his own needs.
16. The Exhibitor/Contractor undertakes not to enter into exhibition halls with motor vehicles, trailers and other wheeled mechanisms. Only the Organizer has the right to allow exceptions. In case motor vehicles are exhibited, their tanks cannot be filled with fuel and batteries must be disconnected.
17. The Exhibitor/Contractor undertakes to return the rented exhibition space and exhibition stand to its original condition after the end of the exhibition event and return the ordered equipment used for the exhibition stand in its original condition to the Organizer.
18. Use of electric table cookers, immersion water heaters and own extension cords is forbidden. The Organizer offers an electric kettle, a microwave and extension cords for payment.
19. The Exhibitor/Contractor is obliged to control and turn off all of the electric appliances before leaving the exhibition stand.
20. The Exhibitor/Contractor is obliged to enable the Organizer's workers and firewatchers a daily approach to the exhibition stand for the purpose of control even after the end of opening hours.

ARTICLE IX. PROMOTION, ADVERTISING, BANNERS, CATALOGUE, OTHER FORMS OF PROMOTION
1. The Exhibitor is entitled to promote their product only at the rented exhibition space.
2. All forms of promotion and advertising at the rented exhibition space that cause noise, dust, combustion products, vibrations endangering the safety of visitors and exhibitors or disturb the course of the fair are forbidden.
3. The Exhibitor undertakes not to exceed a noise level of 60 dB.
4. In case of playing musical recordings in the exhibition stand, the Exhibitor fully accepts all obligations arising from the Copyright Act and responsibility for payment of royalties in relation to legal persons engaged in collective management of rights under the Copyright Act in full amount.
5. The Exhibitor undertakes to place posters, advertising labels, billboards, banners or other promotional products only in locations assigned by the Organizer and for fee.
6. The Exhibitor undertakes to send the promotional materials within the exhibition centre via Bluetooth technology and BTS transmitters only upon written consent of the Organizer and for a fee.
7. The Exhibitor undertakes to use jumping shoes, stilts, bicycles, skateboards, skates, scooters and other promotional products or promotional activities only upon written consent of the Organizer and for a fee.
8. For exhibition events that are accompanied by the catalogue of exhibitors the Exhibitor undertakes to supply the required information for the catalogue for free. The Organizer is not liable for incorrect information provided by the Exhibitor. Information for the catalogue must be provided by the Exhibitor to the Organizer or an entity authorised by the Organizer on a prescribed form. The Organizer does not guarantee publication of information provided after the deadline.

ARTICLE. X. RULES IN FORCE DURING THE EXHIBITION EVENT
1. The Organizer reserves the right to change the date and opening hours of the exhibition event without being obliged to compensate the Exhibitor.
2. The Organizer reserves the right to impose conditions to allow or not allow access to the exhibition event.
3. To the extent required in the order the Exhibitor will receive cards for himself and his personnel enabling them a free entry to the exhibition area and exhibition stand in the specified date. The Exhibitors Card is only valid for one person.
4. The Exhibitor/Contractor is responsible for the actions of their personnel.
5. The Exhibitor undertakes to be present in their exhibition stand during the course of the fair, hour prior to commencement of the fair and hour after the end.
6. The Exhibitor is entitled to refuse entry to his exposition to certain persons. The Organizer must be allowed to enter the Exhibitor's stand at all times.
7. The Exhibitor is obliged to enable the Organizer's workers and firewatchers a daily approach to the exhibition stand for the purpose of control even after the end of opening hours.
8. Assembly works during the course of the exhibition event are prohibited.
9. Use of electric table cookers, immersion water heaters and own extension cords is forbidden. The Organizer offers an electric kettle, a microwave and extension cords for payment.
10. The Exhibitor/Contractor is obliged to control and turn off all of the electric appliances before leaving the exhibition stand.

ARTICLE XI. CLEANING
1. The Organizer provides cleaning services and cleaning of shared premises in the exhibition area. Cleaning of the exhibition stand during the course of the exhibition event must be ordered by the Exhibitor only from the Organizer.

ARTICLE XII. SECURITY
1. During the assembly, disassembly and course of the exhibition event the Organizer provides the general security of the exhibition areas. The general security provided by the Organizer does not exclude the possibility of damage occurrence. Individual security may be ordered for a fee by the Exhibitor only from the Organizer.

ARTICLE XIII. INSURANCE - LOSS
1. The Organizer is not liable for loss, destruction of, or any other damage caused to the exhibition stand, exhibits, equipment and accessories, packaging and wrapping and personal belongings, regardless of whether the destruction or other damage occurred to the Exhibitor, Co-exhibitors or Contractors before, during or after the exhibition event.
2. The Exhibitor who did not order the implementation of the exhibition stand from the Organizer undertakes to demonstrate upon registration that he has concluded an insurance contract concerning liability for damage caused by their own conduct that is valid for the whole course of the assembly, exhibition event and disassembly.

The Organizer requires that the Exhibitor/Contractor concludes at his own expense an insurance contract concerning liability for damage caused by his own conduct in the amount as follows:

- Exhibitors implementing assembly of the exhibition stand on own account 15.000, - EUR
- Implementation of the exhibition stand up to 30m2 30.000, - EUR
- Implementation of the exhibition stand up to 50m2 60.000, - EUR
- Implementation of the exhibition stand up to 100m2 90.000, - EUR
- Implementation of the exhibition stand up to 200m2 120.000, - EUR
- Implementation of the exhibition stand up to 300m2 150.000, - EUR
- Implementation of the exhibition stand up to 400m2 180.000, - EUR
- Implementation of the exhibition stand up to 500m2 210.000, - EUR
- Implementation of the exhibition stand up to 600m2 240.000, - EUR
- Implementation of the exhibition stand up to 700m2 270.000, - EUR
- Implementation of the exhibition stand over 700m2 300.000, - EUR

If the Exhibitor/Contractor has no valid insurance contract, the Organizer is entitled to forbid him to enter the exhibition premises until the omission is rectified.

ARTICLE XIV. TECHNICAL AND SAFETY REGULATIONS
1. The Exhibitor declares to be informed about the following technical and safety regulations, undertakes to follow them during the whole course of the exhibition event in the whole exhibition area and takes full responsibility for their compliance:

   - Prohibition of the use of open fires and handling it (burning candles, live fire...);
   - Strict smoking ban in all inner areas of the exhibition premises (halls) of the Organizer
   - Strict ban of placing the exhibits into communications in hall that serve as escape and fire communications, these have to stay free and unobstructed. The Exhibitor is only allowed to use the ordered and paid exhibition space that was approved and sent by the Organizer;
   - Without approved project documentation the Exhibitor/Contractor will not be enabled to carry out the assembly of the exhibition stand;
   - Use the full assembly time. On the last day of the assembly it is necessary to reckon with longer registration times, material transport and implement of all the other additionally ordered services;
   - In addition to the insurance according to the Article XIII, the Organizer recommends also an insurance of exhibits, stands and other movable property at the stand.

ARTICLE XV. FINAL PROVISIONS
1. In case the exhibition event cannot take place or be held for the entire period of time due to reasons not caused by the Organizer ("vis major"), the Organizer will inform exhibitors to that effect. All obligations of the Organizer under the contract shall thus cease to exist. The Exhibitor has no right to claim any compensation.
2. In the exhibition area of the Organizer it is forbidden to smoke and manipulate with open fire. Smoking is only possible in the assigned places. The Exhibitor/Contractor is fully responsible for compliance with this prohibition.
3. The Exhibitor/Contractor is fully responsible for compliance with the General Terms of Participation, Organizational Guidelines and Technical and Safety Regulations of the Organizer.
4. In case of breach of the General Terms of Participation, Organizational Guidelines and Technical and Safety Regulations the Organizer is entitled to exclude the Exhibitor/Contractor from the participation at the exhibition event without being obliged to return any payments.
5. In situations not governed by these regulations, the Exhibitor follows the instructions of the Organizer.
6. Relations and disputes between the Exhibitor and the Organizer are governed by Slovak law and pursuant to the provisions of the Commercial Code no. 513/1991 Coll. as amended.

In Bratislava, June 1, 2012, Incheba, Inc.