

*The present Contract may not be considered as a public offer.  
The Organizer reserves the right to choose the Exhibitors to participate in the exhibition.*

## **CONTRACT FOR PARTICIPATION IN THE EXHIBITION**

Moscow

The present Contract for participation in the Exhibition specifies the relationship between the Open Joint-Stock Company "The State Joint – Stock Company "All-Russian Exhibition Centre", hereinafter referred to as the "Organizer", represented by Director General I. P. Malakhov, and the Exhibitor (a legal entity).

### **1. SUBJECT OF THE CONTRACT**

- 1.1. The Organizer for a consideration hereby undertakes:
- to arrange the Exhibition, and provide the participation of the Exhibitor following receipt therefrom of the Application for Participation in the Exhibition in compliance with clause 2.1 of the Contract;
  - to render the Exhibitor additional services upon receipt therefrom of the Order Forms and Proforma-Invoice from the Exhibitor Manual in compliance with clause 2.2 of the Contract.
- The rights and obligations of the Parties under the present Contract shall arise in compliance with clauses 2.1-2.3.
- 1.2. The arranging of the Exhibition and providing the Exhibitor's participation therein shall involve:
- providing the Exhibitor with an exhibition space suitable for mounting exhibit stand (hereinafter referred to as the "space only") or a space on which a standard exhibition stand has been installed (hereinafter referred to as the "equipped space"). Thereupon, the standard exhibition stand shall be leased by the Exhibitor for the period of the exhibition and shall not become the property of the Exhibitor upon completion of the exhibition;
  - placing information about the Exhibitor in the official exhibition catalogue to be distributed among visitors;
  - arranging the exhibition opening ceremony;
  - organizing the continuous operation of the exhibition within the specified period;
  - registering exhibition visitors;
  - organizing the advertising campaign to attract potential participants and visitors, printing and distributing complimentary tickets and other marketing materials.
- 1.3. Additional services subject to be rendered to the Exhibitor shall include:
- developing of the exhibition stand design;
  - leasing additional equipment, carrying out the mounting and dismantling of the exhibition stand;
  - rendering services for connecting the exhibition stand to power and water-supply sources, and other communications;
  - rendering services for the arranging conducting of promotional events;
  - rendering marketing services;
  - rendering services for providing of temporary staff on the stand interpreter services;
  - rendering services for cleaning and safeguarding the exhibition stand.
- 1.4. The period for and address at which the exhibition is to be held shall be specified in the "Space Application Form" (hereinafter referred to as the "Application") which is forming an integral part of the present Contract. Valid revision of the present Contract is placed on the Internet site [www.fairs.ru](http://www.fairs.ru).
- 1.5. The revision of this Contract shall be valid on the date of the Exhibitor's registering the Application.
- 1.6. The deadlines for the mounting and dismantling of exhibition stands, technical characteristics of the exhibition area, rules and regulations of the exhibition complex and any additional services of the Organizer and their prices are determined in the Exhibitor Manual (hereinafter referred to as the "Manual"), forming an integral part of the present Contract. The Manual shall include Order forms and Proforma-Invoice to be filled in by the Exhibitor for additional services provided to the Exhibitor by the Organizer.
- 1.7. The Organizer may render the Exhibitor services that are not specified in the Manual. Conclusion of the present Contract in the part concerning the rendering of such services shall be carried out as per the procedure specified in clause 2.3 of this Contract.

### **2. PROCEDURE FOR CONCLUSION OF THE CONTRACT.**

- 2.1. Conclusion of the present Contract in part 1.2 shall be made as per the following procedure:**
- 2.1.1. The Exhibitor shall fill in the Application and send it to the Organizer. The Application Form may be received by the Exhibitor from the Organizer upon request over the telephone: (495) 981-8220.
- 2.1.2. Following receipt from the Exhibitor of the Application, the Organizer shall draw an invoice on the Exhibitor in compliance with the payment terms indicated in the Application.
- 2.1.3. The present Contract in part 1.2 shall be considered concluded

following receipt by the Organizer of the Exhibitor's Application (offer), provided that the Organizer has drawn on the Exhibitor and sent an invoice for payment of services rendered under the Application.

2.1.4. The Exhibitor may send the filled in Application to the Organizer in one of the following ways:

- by fax to the number indicated in clause 6.9 of the Contract and the Application;
- by courier to the address indicated in clause 6.9 of the Contract and the Application;
- by post to the address indicated in clause 6.9 of the Contract and the Application.

**2.2. Conclusion of the present Contract in part 1.3 shall be made as per the following procedure:**

2.2.1. The Organizer shall send the Manual not later than two months before the exhibition commencement date, subject to this Contract in part 1.2 being concluded at least two months before the exhibition commencement date.

Should this Contract in part 1.2 be concluded less than two months before the exhibition commencement date, the Organizer shall send the Exhibitor the Manual within five working days following the date of this Contract being concluded.

2.2.2. The Exhibitor shall fill in the required forms with Proforma-Invoice from the Manual and shall send them in one of the ways indicated in clause 2.1.4 of this Contract.

The Order Forms and Proforma-Invoice shall be considered by the Organizer as an offer.

2.2.3. Following receipt from the Exhibitor of the respective Order forms and Proforma-Invoice in compliance with the payment terms indicated therein, the Organizer shall draw an invoice on the Exhibitor.

2.2.4. The Contract in part 1.3 of this Contract shall be considered following receipt by the Organizer of the Proforma-Invoice and the respective Order forms, provided the Organizer has drawn on the Exhibitor and sent an invoice for payment of additional services.

**2.3. Conclusion of the present Contract in part 1.3 for rendering additional services, unspecified in the Manual shall be carried out as per the following procedure:**

2.3.1. The Exhibitor shall agree with the Organizer the nature, volume, value and payment procedure for the necessary additional services.

2.3.2. The Exhibitor shall fill in the application for additional services in the form sent by the Organizer, or in any other form on the Exhibitor's letterhead paper, indicating a description of the services, their price and payment procedure agreed with the Organizer, and shall send the same document to the Organizer in one of the ways indicated in clause 2.1.4 of the Contract.

2.3.3. Following receipt from the Exhibitor of the application in compliance with clause 2.3.2 considered by the Organizer as an offer, the Organizer shall draw on the Exhibitor an invoice for payment of additional services.

2.3.4. The Contract in part 2.3 for the rendering of additional services under clause 1.3 of the Contract shall be considered concluded following receipt by the Organizer of the application in compliance with clause 2.3.2 of the Contract, provided that the Organizer has drawn on the Exhibitor and sent an invoice in compliance with clause 2.3.3 of this Contract.

### **3. PRICE OF THE CONTRACT AND PAYMENT PROCEDURE.**

3.1. The cost of the participation of the Exhibitor in the Exhibition therein under clause 1.2 of the Contract shall be determined by the Application. Payment for such services shall be effected within the periods determined by the Application.

3.2. The cost of and payment for additional services under clause 1.3 of the Contract shall be determined by Proforma-Invoice.

3.3. The cost of and payment for additional services under clause 2.3 of this Contract shall be determined subject to agreement between the Parties and shall be specified in the application for services in compliance with clause 2.3.2 of the Contract.

3.4. All prices specified in the Application, Order form, and Proforma-Invoice shall include VAT, unless otherwise additionally specified.

3.5. Unless otherwise specified in the Application, Order form, and Proforma-Invoice, payment for services under this Contract shall be effected by the Exhibitor as a 100% advance payment by means of a bank transfer to the settlement account of the Organizer. Unless otherwise specified in the Application, Order form, and Proforma-Invoice, the value of services determined in foreign currency shall be paid in rubles at the official rate of the Bank of Russia for such currency on the date of payment. In cases specified by the legislation of the Russian Federation, payment may be made in foreign currency by means of a bank transfer to the account of the Organizer.

3.6. Should the Organizer receive the Application later than the indicated date of the last payment, payment of 100% of the value of these services shall be made by the Exhibitor within ten days following the Organizer's drawing an invoice thereon but not later than the Exhibition commencement date.

3.7. The payment obligation shall be considered fulfilled upon receipt of money to the Organizer's bank account.

### **4. RESPONSIBILITIES OF THE PARTIES.**

4.1. The Parties shall bear responsibility in compliance with the existing legislation of the Russian Federation for the non-fulfillment or improper fulfillment of the respective obligations stipulated under the present Contract.

4.2. The Exhibitor shall be responsible for the fulfillment of the respective obligations under the present Contract in compliance with the legislation of the Russian Federation and clauses 6.3 and 6.5 of this Contract.

4.3. Each of the Parties hereby undertakes to refrain from disclosing without the prior written notice of the other Party of any information related to the provisions of the present Contract within the term hereof and following termination hereof, unless the competent Government bodies issue a demand for disclosure in cases determined by the existing legislation of the Russian Federation.

## 5. FORCE-MAJEURE

5.1. The Parties shall be free from responsibility for the non-fulfillment (full or partial) or improper fulfillment of their respective obligations under the present Contract, should such non-fulfillment or improper fulfillment result from force-majeure circumstances arising following conclusion of this Contract.

5.2. Force-majeure and extraordinary circumstances shall include circumstances beyond the control of the Parties, for which the Parties bear no responsibility, for example: natural calamities, wars, civil disturbances, legal acts of Government bodies that prevent fulfillment of the Contract.

5.3. Should any force-majeure circumstances arise, each of the Parties within five business days following the beginning thereof is to send the other Party written notification of such circumstances and the causes thereof.

Should such force-majeure circumstances prevent an official letter describing such circumstances from being sent, such an official letter is to be sent immediately following cessation of the force-majeure circumstances.

5.4. The Party suffering force-majeure circumstances specified in clause 5.2 of this Contract within five business days following cessation of the force-majeure circumstances is to send the other Party written notification of the cessation of such force-majeure circumstances.

5.5. In case of failure to notify of the beginning and cessation of force-majeure circumstances, the interested Party shall not have the right to refer to such circumstances as grounds for relief from responsibility, save as cases when the beginning of such circumstances shall also prevent notification of this other Party.

5.6. The Party delaying in its fulfillment of the respective obligations shall not have the right to refer to extraordinary and force-majeure circumstances arising after such obligations become due.

5.7. Should any force-majeure circumstances arise, the period for fulfilling the obligations under the present Contract shall be postponed for a reasonable period of time in the course whereof these force-majeure circumstances remain in force, without reimbursement of any damages.

## 6. OTHER PROVISIONS.

6.1. All disputes, disagreements, and mutual claims shall be settled by the Parties by means of negotiations, and should the Parties fail to reach an agreement on disputable issues, these shall be referred to the Arbitration Court of Moscow.

6.2. This Contract shall come into force following conclusion hereof in compliance with clauses 2.1-2.3, and shall remain valid until fulfillment by the Parties of their respective obligations hereunder.

6.3. The Exhibitor shall have the right to unilaterally refuse further fulfillment of the present Contract subject to paying the Organizer a forfeit in the amount of:

- the registration fee, should this Contract be terminated more than six months before the Exhibition commencement date;

- 35 % of the total value specified in the Application, should this Contract be terminated within a period of six to four months before the Exhibition commencement date;

- 65 % of the total value specified in the Application, should this Contract be terminated within a period of four to two months before the Exhibition commencement date;

- 90 % of the total value specified in the Application, Order Forms and Reference Forms, as well as the services specified in clause 2.3 of this Contract, should this Contract be terminated within a period of four months to two weeks before the Exhibition commencement date;

- 100 % of the total value specified in the Application, Order Forms and Reference Forms, as well as services specified in clause 2.3 of this Contract, should this Contract be terminated within a period of less than two weeks before the Exhibition commencement date;

6.4. The Organizer shall have the right to postpone the exhibition deadlines specified in clause 1.4 of this Contract upon notifying the Exhibitor accordingly. Should the Organizer give the Exhibitor notification of postponement of the exhibition deadlines more than 30 days after the specified exhibition commencement date, the Exhibitor shall have the right to unilaterally refuse further fulfillment of the present Contract, having notified the Organizer accordingly and subject to no forfeit in compliance with clause 6.3 of this Contract. In this case the Organizer shall return to the Exhibitor the payment received therefrom within ten days following termination of this Contract.

6.5. Should the Exhibitor fail to meet the payment deadlines in

compliance with clause 3 of this Contract, the Organizer shall have the right to consider this as refusal on the part of the Exhibitor to fulfill the Contract and to unilaterally terminate the present Contract. In this case the Organizer shall give the Exhibitor official notice, and the Exhibitor shall pay the Organizer the forfeit due in compliance with clause 6.3 of this Contract.

6.6. The Organizer shall have the right to unilaterally refuse further fulfillment of this Contract in case of the exhibition being cancelled subject to the Exhibitor's being notified of such cancellation and returned the monetary assets received therefrom.

6.7. The Organizer shall not bear responsibility for any losses incurred by the Exhibitor, should the exhibition be cancelled or should the exhibition deadlines be postponed.

6.8. The Party refusing fulfillment of this Contract is to send the other Party notification with reasons for such refusal to fulfill this Contract. The date of delivery by the Party refusing fulfillment of this Contract of the above-mentioned notification to the other Party shall be considered the date of the Contract termination.

6.9. Any letters or notifications under this Contract are to be sent:

- to the Organizer at the address: Exhibition Department, bld. 119, prospect Mira, All-Russian Exhibition Center, Moscow, 129223, Russian Federation. Tel.: (495) 981-8106. Fax: (495) 981-8106

- to the Exhibitor at the address indicated in the Space Application Form.

## 7. LEGAL ADDRESSES AND DETAILS OF THE PARTIES:

### 7.1. Organizer:

Open Joint-Stock Company "The State Joint –Stock Company "All-Russian Exhibition Centre" Bld. 119, prospect Mira, All-Russian Exhibition Center, Moscow, 129223, Russian Federation

#### For USD:

Khovansky Bank 3 rd Mytishinskaya Street, 129626 Moscow, Russia  
A/C 0103475414 with Ost-West Handelsbank, AG,  
Walter-Kolb-Strasse 13, D-60594 Frankfurt am Main, Germany  
SWIFT code: OWHB DE FF

For open joint – stock company "The state joint –stock company  
"All –Russian exhibition centre" account : 4050284090000006003

#### For Euro:

Khovansky Bank 3 rd Mytishinskaya Street, 129626 Moscow, Russia  
Account: 0103475398 with Ost-West Handelsbank, AG,  
Stephanstrasse 1, 60313 Frankfurt am Main, Germany.  
SWIFT code: OWHB DE FF

For open joint – stock company "The state joint –stock company  
"All –Russian exhibition centre" account : 40502978700000000003

7.2. Exhibitor: in compliance with the Application for Participation in the Exhibition.