

SPACE RENTAL CONTRACT

We herewith inform you that we applied for stand area at the Growtech Eurasia 19th International Greenhouse, Agricultural Technology and Livestock Equipment Fair, which is held between 27-30 November 2019 at the Antalya Expo Center (ANFAŞ Fair Center). We read and accept the fair participation contract, which consists of the Conditions and Principles of Participating the Fair.

Exhibitor Company

Commercial Title of the Company

Stand Fascia Name

Address

P.O. Box

City

Country

Phone:

Fax:

Website Address

E-mail

Product Group

- Greenhouse Equipment & Technologies Plant Nutrition Seed and Plant Livestock
 Irrigation Equipment & Technologies Plant Protection Tractor & Agricultural Machinery Other

Contact Person Information

Authorized Person

Exhibition Executive

Job Title /Position

Job Title /Position

E-mail

E-mail

Mobile

Mobile

Exhibitor Authorized Confirmation

Name Surname

Signature

Stamp

UBM NTSR Authorized Confirmation

Name Surname

Signature

Stamp

SPACE RENTAL CONTRACT

EMPTY AREA	sqm	EARLY BIRD	STANDARD
	12 sqm - 49 sqm	160 €	170 €
	50 sqm - 99 sqm	140 €	150 €
	100 sqm +	125 €	135 €

SHELL SCHEME	sqm	EARLY BIRD	STANDARD
	12 sqm - 49 sqm	210 €	220 €
	50 sqm - 99 sqm	190 €	200 €
	100 sqm +	175 €	185 €

The specified prices do not include VAT (currently 18%). Please check the Conditions for Participation Form A3, Clause 4.4.

Early bird sales prices are valid until 1st May 2019.

Stand No: Width: Depth: Stand Area Price per sqm Price

EMPTY AREA SHELL SCHEME x € = €

Registration Fee: 250 € + VAT (Health & Safety and Electricity use included)

Sub Total + (VAT %18) € Total Amount €

Date:/...../2019

Payment Plan

/ /2019 / /2019 / /2019

Note:

Terms of Payments

1st payment %30; within 15 days after signing the contract.

2nd payment %40; the latest until June 1st, 2019.

3rd payment %30; the latest until October 31st, 2019.

All the payments should be done to the following account. All the payment slips should also be faxed to +90 216 425 63 02.

Account Name : UBM NTSR FUAR VE GÖSTERİ HİZMETLERİ AŞ

HSBC BANK KÜRESEL BANKACILIK MERKEZİ ŞB. Branch Code: 123

IBAN EURO : TR49 0012 3001 2310 0088 6773 99

Tax Registration Office & Number: Beykoz V.D. 632 0401 582

Invoice Address

Company Name

Address

P.O. Box - City - Country

Tax Registration Office

Tax Registration Office Number

Exhibitor Authorized Confirmation

UBM NTSR Authorized Confirmation

Name Surname

Name Surname

Signature

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SPACE RENTAL CONTRACT GENERAL CONDITIONS OF PARTICIPATION

1. DEFINITIONS

The following terms on this General Terms and Conditions of Space Rental Contract ("General Terms and Conditions of Space Rental" or "Contract") shall have the meanings given below:

Intellectual Property Rights: means copyrights, patents, trademarks, trade secrets, registered designs, database rights, know-how, domain name rights, moral rights, litigation rights and all other similar legal rights and intellectual and industrial property and similar rights, where the beneficiary has any interest; these rights, regardless of any name given to them in a country and including all renewals, applications and registrations, might be subject to laws of any country around the world.

Fair: means the event described on the Space Rental Form.

Fairground Supervision Fee: means the compulsory fee which shall be paid as stated on Article 4 of the General Terms and Conditions of Space Rental for approval of the stand plans.

Confidential Information: means the information listed on Article 15.

Cancellation Notice: means the notice described on Article 11.1.1.

Cancellation Fees: means the fees described on Article 11.1.2.

Registration Fee: means the registration fee indicated on Space Rental Form.

Lessee: means person, company or firm described in detail on the Space Rental Form.

Lessee's Brand Promotion Materials: means the brand promotion materials to be used by the Lessee for the Fair.

Lessor: means UBM NTSR Fuar ve Gösteri Hizmetleri A.Ş. and/or any other person and/or legal entity empowered to act on behalf this company.

Lessor's Brand Promotion Materials: means promotional materials and items to be determined by the Lessor and to be used by the Lessee in connection with the Fair.

Space: means the space where the Fair is to be organized and it is either stated on the Space Rental Form or will be informed to the Lessor later on, in writing.

Date of Payment: means the date written on Article 4.2.

Insurance Premium: means the premium to be paid by the Lessee to the Lessor for the purpose of taking out an insurance policy according to the principles listed on Article 9 of this General Terms and Conditions of Space Rental.

Contract: means General Terms and Conditions of Space Rental and Space Rental Form.

Stand Area: means any area on the Fair which is rented out to the Lessee pursuant to this Contract.

Stand Area Fee: means the rental to be paid for Stand Area as stated on Space Rental Form.

Stand Sharer: means any third party merchant or company which intends to share the Stand Area with the Lessee and thus informs the Lessor in detail and in writing and also authorized by the Lessor in writing.

Standard Equipments: mean stand frame and other related structures in the Stand Area or the showroom provided by the Lessor as detailed on the Technical User's Manual.

Technical User's Manual: means a guiding document available on the fair's website which will be delivered by the Lessor to the Lessee before the Fair and contains information about the Fair.

Exhibition and Promotion Materials: mean materials, items and goods which will be exhibited and/or distributed to the visitors during the Fair by the Lessee or on behalf of the Lessee (including but not limited to products, marketing and promotional materials exhibited in and out of the Stand Area) and these should be approved by the Lessor one by one in writing beforehand.

Fees: mean Stand Area Fee, Registration Fee, and Fairground Supervision Fee collectively.

2. EXECUTION AND AGREEMENT

2.1 The Lessee hereby accepts, agrees and guarantees that Lessee's Brand Promotional Materials to be used at the Stand Area and details related to Exhibition, Promotion and Materials shall be as stated/to be stated to the Lessor.

2.2 The Lessor has the sole discretion of accepting or refusing the Stand Area application filed by the Lessee by undersigning the Space Rental Form and it is not obliged to state any related reason. When the Lessor informs the Lessee in writing about the acceptance of application filed, the Lessee shall be considered as concluded a binding contract.

2.3 Without prejudice to the provisions on Article 17.9 below; the Space Rental Form, General Terms and Conditions of Space Rental and the Technical User's Manual are the documents representing the agreement between the parties. The Parties hereby confirm that they have not undersigned the agreement based on any promise, commitment or guarantee previously given about this Contract.

2.4 If there is any conflict between the documents making up with Contract, the order of importance of the documents shall be as follows: Space Rental Form followed by General Terms and Conditions of Space Rental and Technical User's Manual.

3. STAND AREA ALLOCATION AND TENANCY

3.1 The Stand Area is provided to the Lessee by the Lessor pursuant to this Contract on a non-exclusive basis pursuant to this Contract. The period of this tenancy shall be the Fair's dates and the period required after the Fair pursuant to Article 8 given below in order to remove Exhibition and Promotional Materials and other advertising materials at the Stand Area and the tenancy shall be valid until the Contract is terminated pursuant to the Contract terms.

3.2 The Stand Area shall be rented out to the Lessee pursuant to the priority and customer loyalty rules applied by the Lessor from now and then and only within the sole discretion of the Lessor.

3.3 The Lessor is entitled determine and, if necessary, change location and/or size of the Space, Fair opening hours, Fair period and term, date or dates to set up Fair stands, Stand Area rented out to the Lessee and location of that Area, general layout plan of the Fair, entry and exit points of the Fairground and all other technical and administrative details about the Fair.

3.4 The Lessor shall do its best inform the Lessee as soon as possible about all changes or modifications about the Stand Area, location of the Stand Area or about the Fair in general. The Lessee accepts the changes and modifications to be made for preventing any potential damages to be suffered by the Lessor and other lessees using the rented area and for protecting the integrity of the Fair. If these changes and modifications cause a material damage for the Lessee, the Lessor might compensate the damage by offering a pro-rata discount over the Fees but this discount is under the sole discretion of the Lessor and it is not an obligation; the Lessee hereby accepts that it shall not be entitled to claim any other compensation under such circumstances.

4. FEES AND PAYMENT

4.1 The Lessee hereby accepts and agrees that the following fees shall be paid to the Lessor pursuant to the General Terms and Conditions of Space Rental and Space Rental Form:

4.1.1 Stand Area Fee,

4.1.2 Non-refundable Registration Fee (which shall be paid to register to the Fair as a lessee);

4.1.3 If the Lessee applies for a Stand Area (and a stand with Standard Equipments will not be used), Non-refundable Space Supervision Fee (in order to pay for the compulsory supervision to be conducted under this Contract for technical plans of the Stand Area rented out to the Lessee).

4.2 Unless otherwise is agreed by the parties in writing and indicated on Space Rental Form; the Fees shall be paid by the Lessee on the dates (Payment Dates) determined for such Fees by the Lessor. If the Lessee agrees to pay this Fees (or some of these Fees) at an earlier date as stated under the Space Rental Form annexed to the General Terms and Conditions of Space Rental, the Payment shall be made within the period of time stated under the Space Rental Form. Respecting the period mentioned on the Space Rental Form for paying the Fees is considered to be a material liability of the Lessee. If the Lessee fails to pay any installment payment to be paid under this Contract on the due date, the Lessor shall be entitled to remove the Lessee (and, if any, Stand Sharer) from the list, suspend offering services to the Lessee, find another Lessee to replace the dismissed Lessee, charge default interest and, if any, claim and collect damages suffered from the Lessee in default as well as enforcing other sanctions listed on this Article; the Lessor shall not be obliged to serve any notices and pay compensations under such circumstances and it shall reserve all litigation rights.

4.3 If the Lessee fails to fulfill any payment liability (on the basis of amounts or Payment Date), the Lessee shall be considered as withdrawing its request to rent Stand Area, the rights granted under Article 11.1.2. (Cancellation Fees) and Article 11.3 (Reallocation of Stand Area) shall be enforced.

4.4 Fees (and other amounts payable by the Lessee to the Lessor in connection with the Fair) are VAT excluded and if VAT is to be added, the Lessee shall pay this amount separately. The changes related to VAT rate shall be added to the fees to be paid by Lessee under the scope of this Contract.

4.5 If any (Fees or other) amount to be paid under this Contract is not paid until the Payment Date, the Lessor shall be entitled to claim default interest for the period elapsed between the agreed Date of Payment until the actual Date of Payment and this interest at a legal annual rate shall be incurred on daily basis and accumulated on three-month periods. The Lessor might consider the Lessee as withdrawing its request to rent a Stand Area even if the Lessor charges interest and it shall be entitled to exercises its rights granted under Article 11.1.2 (Cancellation Fees) and Article 11.3 (Reallocation of Stand Area).

4.6 If Article and other articles related to Cancellation might be applied if the Lessee fails

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Signature

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to duly or fully pay any one (Fees or other amounts) which is payable under this Contract.
4.7 The Lessee hereby accepts and agrees that the guarantees indicated on the Lessor's Space Rental Form for securing the payment liability shall be submitted to the Lessor in the format and under the conditions acceptable by the Lessor. If the guarantee is not presented or the guarantee is not presented as requested by the Lessor, the Lessee shall be considered as withdrawing its request to rent Stand Area and the Lessor shall be entitled to exercise its rights under this Article as well as Article 11.1.2 (Cancellation Fees) and Article 11.3 (Relocation of Stand Area).

5. STAND AREA AND EXHIBITION AND PROMOTIONAL MATERIALS

5.1 The Lessee shall obey all regulations, laws, Acts and legislations to be required by the Lessor, Fairground Owner or administrators or any local administration, government or other competent authorities (including but not limited to the ones listed on the Technical User's Manual).

5.2 The Lessee hereby accepts and agrees that working with the official contractors appointed by the Lessor and listed on the Technical User's Manual is a condition of this Contract while performing the duties and responsibilities related to the Fair. The Official contractor fees are the fees stated on the Lessee's Technical User Manual or amounts to be separately stated by the Lessor. The Lessee shall be responsible for all contractor services used by the Lessee (including but not limited to infrastructure services used by the Lessee at the Stand Area such as electricity and water) and fees related to supervision of such services.

5.3 Plans of all stands or exhibition structures custom-made for the Stand Area shall be submitted to the presented by the Lessee to the Lessor or a representative appointed by the Lessor before placing an order for production of these items or before starting construction of these for approval; this presentation should be at an appropriate time and, under any circumstances, minimum 45 days before the date of Fair and these plans shall be undersigned by the representative however this provision excludes the ones built using Standard Equipment. If the Lessor's authorized representative does not sign the plan, the Lessee shall be considered as choosing the Standard Equipment and the particulars listed on Article 5.4 shall be performed by the Lessor. This preference is in the sole discretion of the Lessor.

5.4 If the Lessor decides that the Lessee's stand, Standard Equipment or other exhibition items exceed the limits of Stand Area or other exhibition items exceed the limits of Stand Area allocated to the Lessee or they are not considered to be proper under this Contract, the Lessor shall do as follows in its sole discretion; (i) claim extra payment for the extra Stand Area used which shall be calculated over the fee tariffs charged on that date or (ii) ask the Lessee to move or change the Stand so that it will not take up extra space on the Stand Area or Standard Equipment and all fees accrued as a result of such change shall be paid by the Lessee. If the Lessee fails to exercise its right of preference granted by the Lessor within a period of 15 days following the date of being informed about the matter, the Lessee shall be considered as choosing paragraph (ii) given above. Detailed information about stand height is available on the Fair Stand Plans and Technical User's Manuals.

5.5 The Lessee is entitled to exhibit at the Fair only the Exhibition and Promotion Materials stated on the Space Rental Form or otherwise previously approved by the Lessor in writing. Any Exhibition and Promotion Materials not approved in writing might be removed by the Lessor provided that all expenses shall be on account of the Lessee.

5.6 The Lessee shall not place and set up Exhibition and Promotional Materials at locations which are considered by the Lessor as preventing light coming into the hall or outdoors or places restricting point of view on the corridors of Fairground or any other location which have negative impact on the other Lessees. If the Lessee fails to perform such demands of the Lessor, the Lessor shall remove the Exhibition and Promotional Materials of the Lessee and all related costs shall be on account of the Lessee.

5.7 All advertising materials used for setting up, decorating or covering stands or displays and all other materials should be made up of fire-resistant materials. The Lessee shall immediately and strictly follow instructions given by the Lessor or other competent authorities in order to eliminate any fire or other injury risks or loss of life or goods risk or risk of any damages.

5.8 Light coming out of electrical devices shall be filtered so that it will not disturb or be a problem for the visitors and other lessees; music or other sounds shall be at a level which does not disturb the visitors and other lessees. Also, the Lessee shall immediately turn down or turn off the sounds or music played if asked by the Lessor.

5.9 The Lessor or any other person who is a titleholder of this Fair in any way shall be entitled to have access to the Lessee's Stand Area before the Fair, during the Fair and after the Fair, and, if deemed necessary, the Lessor or such other people shall be entitled to exercise this right mentioned herein (subject to Article 14.5) without imposing any other liability on the Lessee.

5.10 The Lessee shall be at the Stand Area rented on the Fair's opening day and before

the Fair's opening hour. If the Lessee fails to fulfill this liability, the Lessor shall consider that the Lessee has cancelled its Stand Area request and (without prejudice to the other rights and remedies granted to the Lessor) the Lessor shall be entitled to exercise the rights granted under Article 11.1.2 (Cancellation Fees).

5.11 The details regarding the Fair hours shall be the hours written on the Technical Use Manual or other hours to be stated by the Lessor in writing. During these Fair hours, the Lessee shall (a) keep sufficient number of authorized personnel and/or representatives at the Stand Area, (b) (according to the circumstances) assure that all Exhibition and Promotional Materials are kept in working conditions and/or exhibited and (c) be ready to work.

5.12 It is prohibited to wander around the Fairground for promotional purposes excluding the promotional and advertisement activities performed in the Stand Area rented to the Lessee for its activities. The Lessee is prohibited to distribute or exhibit written or otherwise posters, leaflets or brochures or other written materials outside the Stand Area excluding the distributions and exhibitions approved by the Lessor in writing beforehand.

6. LESSEE'S REPRESENTATIVES AND ENTRANCE CARDS

6.1 The Lessee shall inform the Lessor about the name and contact details of the person who will be in charge of assembling, using and dismantling the Exhibition and Promotional Materials and this person shall be at the Lessor's service during the Fair hours and at any time required during the Fair.

6.2 Non-transferable entrance cards shall be issued for the Lessor and other authorized personnel and contractors for granting official entrance to the fairgrounds. The Lessee shall not be allowed in the areas without showing this entrance card. The Lessee shall submit a list to the Lessor until the date specified on the Technical User Manual which will list the date(s) in detail when the related people shall be at the Stand Area and/or Fairground and/or authorized contractors and authorized personnel shall be at this area. The Lessee shall be responsible for any unauthorized use of the entrance cards issued on behalf of the Lessee.

6.3 The Lessee shall be responsible and liable for actions of the personnel or other people associated or connected with the Lessee. The Lessor is entitled to clear any person out of the Fairground if the Lessor considers that this person should not be at the fairground or his/her behaviors are improper and/or if this person acts illegally, harmfully, disrespectfully and/or this person's actions might have negative impact on other Lessees and/or Fair visitors and the Lessor is entitled to exercise this right mentioned herein whether the person in question is an employee, assistant or authorized contractor of the Lessee or not, or whether it is associated with the Lessee in any way or not.

7. STAND SHARING

7.1 Provided that the acceptance of Stand Sharer is subject to the written approval of the Lessor (this approval shall not be delayed by the Lessor due to any reason in the sole discretion of the Lessor); if the Lessee intends to have a Stand Sharer at its Stand Area, the Lessee shall inform the Lessor about this request in writing by using "Stand Representative Form".

7.2 If there is no written stand sharing contract signed by the Lessee and Stand Sharer, the Lessee shall be responsible for all Fees. The Lessee shall make sure that the approved Stand Sharer observes this Contract; the Lessee shall be responsible for actions, faults or negligence of such Stand Sharers and the Lessee shall hold the Lessor harmless from any damages, losses and expenses caused by the Stand Sharer as well as compensating such damages and losses.

7.3 If a Stand Sharer is approved by the Lessor, the Lessee shall be in charge of all correspondences related to and regarding the Stand Sharer. The Lessor shall not accept correspondences and demands directly filed by the Stand Sharer.

8. REMOVING EXHIBITION AND PROMOTION MATERIALS AND MARKETING MATERIALS

8.1 The Lessee shall respect all provisions related to picking up and removing Exhibition and Promotion Materials and Lessee's Brand Promotion Materials, related articles on the Technical User Manual and provisions related to dismantling all other structures on the Stand Area. The Exhibition and Promotional Materials shall be brought into and removed from the Fairground by the authorized contractors listed on the Technical User Manual.

8.2 Unless otherwise approved by the Lessor in writing, Exhibition and Promotional Materials shall not be packed, taken out of the Fairground or dismantled during the Fair hours or at an hour close to the Fair's closing in order to act according to the healthcare and security regulations.

8.3 The Lessor is entitled to remove (or have removed) any Exhibition and Promotion Material from the Fairground in its sole discretion at any time if there items exhibited at

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Signature

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the Fair (whether stated on Space Rental Form or not) are considered to be against the Contract or considered to be illegal, harmful, disrespectful to others and/or disturbing for others due to any reason and related costs shall be covered by the Lessee.

8.4 If the Lessee fails to remove all Exhibition and Promotional Materials and Lessee's Brand Promotion Materials according to the provisions of this Contract, the Lessee shall be obliged to pay all storage and transportation costs to be claimed by the Lessor.

8.5 The Lessee shall return the Stand Area delivered to it in the condition and structure as same as the one initially delivered. The Lessee shall be responsible for any damages and losses caused by the Lessee, its personnel, representatives or contractors or Stand Sharer on the Location and/or any Stand Area or Standard Equipped stands used or goods or properties of the other lessee and, if requested by the Lessor, the Lessee shall immediately, and without necessity of any further legal formalities, compensate and cover damages suffered by the Lessor.

9. INSURANCE

9.1 The Lessor has ensured general insurance for the Location where the Fair is to be organized. The risks covered under this Insurance are natural disasters, fire, leakage and flood. However, this insurance is for certain sections of the location, other than the Fair's stands, and the insurance does not cover the Stand Area rented out to the Lessee and the goods to be exhibited at the Fair. All kinds of damages and losses suffered by the (1) Stand Area and (2) all kinds of Exhibition and Promotion Materials exhibited in or out of the Stand Area shall be on account of the Lessee. Thus, the Lessee is obliged to take security measures for the (1) Stand Area and (2) all kinds of Exhibition and Promotion Materials exhibited in or out of the Stand Area and to provide liability insurance for those. A written proof of the insurance policy should be submitted to the Lessor minimum eight weeks before the beginning date of the Fair. Besides, the Lessor shall not be responsible for any materials and products lost, stolen or damaged and thus the insurance policy to be presented by the Lessee should cover these risks.

10. BRAND USING

10.1 Provided that the Lessee observes the provisions of this Contract and brand using principles given on the Technical User Manual or provided otherwise by the Lessor; the Lessor hereby grants a non-exclusive, non-transferable, royalty free, revocable license valid all around the world to the Lessee so that the Lessee can use the Lessor's brand to announce, market and promote the Fair starting from the date of contract signing and until the end of Fair.

10.2 Provided that Lessor observes the provisions of this Contract; the Lessee hereby grants a non-exclusive, non-transferable, royalty free, revocable license valid all around the world to the Lessor so that the Lessor can use the Lessee's brand to announce, promote and advertise the Fair and the Lessee's participation to the Fair.

11. STAND AREA CANCELLED OR CHANGED BY THE LESSEE

11.1 If the Lessee intends to cancel Stand Area rent at a date before the Fair;

11.1.1 A written notice shall be immediately delivered to the Lessor ('Cancellation Notice') and

11.1.2 The Lessee shall pay the following cancellation fees depending on the date when Cancellation Notice is received by the Lessor:

The penal sanction shall be 50 % of the total amount of this Contract and Space Rental Form until the date of 16.07.2019.

The penal sanction shall be 75 % of the total amount of this Contract and Space Rental Form between the dates 17.07.2019 and 17.09.2019.

The penal sanction shall be 100 % of the total amount of this Contract and Space Rental Form after the date of 18.09.2019 and these amounts shall be collected by issuing cancellation invoice.

The Lessee hereby accepts and agrees that the penalties mentioned herein shall be paid upon with written demand of the Lessor and these amounts are not excessive; the Lessee shall not claim any discounts, reductions from such fees.

The Lessee shall pay the Cancellation Fees within a period of 30 days following the date of Cancellation Notice served by the Lessee or within a period of 14 days following the date of invoice issued by the Lessor for that period, whichever date is earlier. If the Cancellation Fees to be paid under this Contract are not paid by the Lessee on time, the Lessor shall be entitled to claim default interest to be incurred on daily basis and to accumulate monthly over the legal annual rate and the interest shall be charged for the period between the due date mentioned above and actual date of payment.

11.2 If the Lessee intends to change or modify the Stand Area, the Lessee shall present a written request to the Lessor to state the valid reasons of such replacement. The Lessee is entitled to accept or refuse the suggested change in its sole discretion. If the changes or modifications cause a need for additional Stand Area, extra fees shall be charged or if the modifications materially make the Stand Area needed smaller, the Cancellation Fees

listed on Article 11.1 might be claimed.

11.3 In case of following incidents, the Lessor shall be entitled to reallocate the Stand Area rented out to the Lessee or rent out the Stand Area to another lessee and the decision will be in the sole discretion of the Lessor (without prejudice to the other rights and remedies granted to the Lessor):

11.3.1 If the Lessee submits a Cancellation Notice pursuant to Article 11.1,

11.3.2 If the modification suggested by the Lessee under Article 11.2 makes the Stand Area smaller,

11.3.3 If the Lessor considers that the Lessee has cancelled its request of Stand Area pursuant to Article 4.3 and/or 5.10 and/or

11.3.4 If the Lessee terminates this Contract.

If the Lessee makes changes on the Stand Area pursuant to the provisions given on Article 11.2 and then cancels its Stand Area request, the Lessor shall be entitled to demand the following in its sole discretion; (i) original, unmodified Stand Area or (ii) Cancellation Fees to be charged for modified Stand Area.

12. FAIR POSTPONED AND CANCELLED BY THE LESSOR

12.1 If the Fair cannot be organized and/or if the Lessor cannot fully or partially perform the liabilities assumed under this Contract and/or if the Lessee's and/or any other Lessee's and/or visitor's attendance to the Fair becomes impossible, illegal or harder or the means of participating are under the influence of material negative impact due to reasons beyond the control and means of the Lessor or Fairground owners including but not limited to natural disasters, government order, legislative amendments, wars, fires, floods, explosions, civil riots, military actions, terrorism, revolution, siege, embargo, strike, lockout, sit-in protest, industrial or commercial disputes, adverse weather conditions preventing the performance of works, illnesses, public health risk, accidents or machine, facility malfunctions, any shortages or limitations related to any material, workmanship, transportation, electricity or other infrastructural requirements, interventions (including government agencies and departments), any advice or order announced by any government, legal authority or international authority against travelling, organizing a fair and/or organizing activities in groups or if the Fairground is partially or entirely in an unfit condition or if it is partially or entirely not available (due to Force Majeure), the Lessor shall be excluded from the liabilities assumed under this Contract.

13. TERMINATION

13.1 This Contract might be terminated by the Lessor by serving a written notice to the Lessee under the following terms and conditions;

13.1.1 Cancellation of the Fair pursuant to Article 12,

13.1.2 If the Lessor cannot be sure that the Fair is being handled properly during the Fair preparation period or during the Fair or at any time when the Lessee or Lessee's contractors are at the Fair centre due to any reason related to the Fair,

13.1.3 The Lessee's failure to pay the fees payable under this Contract (partially or entirely failing to make even one payment under this Contract is a valid cause for termination.)

13.1.4 If the Lessee cannot partially or entirely use the Stand Area due to whatsoever reason,

13.1.6 If the Lessee cannot carry on its business activities, suffers from insolvency or dissolution, administration, liquidation, bankruptcy, if it is subject to or attempts to negotiated with the creditors or if bankruptcy proceedings are initiated against the enterprise or enterprise's goods or if its goods are to sold through any judicial process,

13.1.7 If the Lessee or Lessee's personnel, contractor or employees attending to the Fair is accused of criminal conduct or if they commit a crime or if they are involved in any act that will ruin the Lessor's, Fair's and Lessor's reputation,

13.1.8 If the Contract is terminated by the Lessee

13.1.9 If the Lessee violates that local laws, bylaws and legislations to be applied under this Contract.

13.2 If this Contract is terminated due to whatsoever reason, the allocation of Stand Area shall be terminated directly.

13.3 If this Contract is terminated as explained on the foregoing Article:

(i) The Lessor shall be entitled to reallocate and/or rent out the Stand Area to any other person,

(ii) All payments made for the Stand Area shall be retained by the Lessor and the Lessee shall not be entitled to reclaim amounts paid,

(iii) The Lessor shall be entitled to issue an invoice for extra costs paid and damages suffered due to such Termination and (within a period of 30 days following the date of invoice) the Lessee shall be obliged to pay for such damages and to pay the balance of Fees. If the Lessee fails to make these payments on due date, the Lessor shall be entitled to claim default interest to be charged on basis and to accumulate monthly over the legal annual rate and the interest shall be charged for the period between the date of default and actual date of payment.

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Signature

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13.4 If this Contract is terminated due to whatsoever reason, all goods and properties of the Lessee shall be immediately removed from the Fairground by the Lessee; if these items are not taken out immediately, these shall be either stored pursuant to Article 8.4 or removed from the Fairground provided that all costs related to moving such goods shall be on account of the Lessee. The Lessor reserves the right of retaining any goods and properties of the Lessee which are kept on the Fairground as a guarantee of all fees and amounts that owed or to be owned by the Lessee to the Lessor in connection with this Fair.

13.5 Without prejudice to Articles 13.3 and 13.4; all rights and liabilities granted to the Parties under this Contract shall be immediately terminated when this Contract is terminated, excluding the rights and liabilities which will be clearly granted or achieved before such termination or during and after the termination or which will be clearly or implicitly granted or achieved after the termination, including but not limited to provisions of Article 4, 13, 14 and 15.

14. LIMIT OF LIABILITY AND INDEMNITY

14.1 This Article explains all the responsibilities and liabilities assumed by the Lessor (including the liabilities arising from actions or negligence of its personnel, representatives or subcontractors) towards the Lessee in case of Contract violation and in terms of Lessee's use of Stand Area and statements or actions or mistakes (including negligence) arising from this Contract.

14.2 The Lessor or its representatives shall not be responsible towards the Fairground owner and contractors listed on the Technical User Manual (whether they are foreseeable or not and regardless of the fact whether informing beforehand would change the outcomes or not) for any indirect, consequential or incidental loss arising from this Contract or (direct or indirect) loss of profit, income, goods, use, estimated dispositions due to any contractual reason or unfair or other reasons.

14.3 Total liability of the Lessor arising from this contract, wrongful act or otherwise shall not exceed the total Fees paid by the Lessee for the Fair causing such liabilities.

14.4 All guarantees, conditions and other provisions granted under the laws or acts shall be excluded from this Contract to the extent allowed under the laws.

14.5 None of the provisions on this Contract aims to relieve or restrict any liabilities related to loss of life or personal injury caused due to Lessee's negligence, fraudulent acts or false pretenses or any other responsibility which cannot be excluded under the laws.

14.6 If the persons and companies, representative, contractors and employees authorized by the Lessee violate this Contract and if the Lessor, its personnel, representatives or contractors suffer from any expenses, demands, lawsuits, litigation processes and damages due to such violation, the Lessee shall immediately compensate and cover such damages suffered by the Lessor, if demanded by the Lessor.

15. CONFIDENTIALITY

15.1 Unless required for fulfilling the liabilities assumed or exercising the rights granted under this Contract, the Parties shall not use, copy, alter, disclose or dispose of any information directly or indirectly obtained as a result of this Contract and classified as confidential. This provision shall not apply for the Confidential Information described below:

15.1.1 Information confirmed to be already possible in the party receiving such information at a date before the date of receiving such information under this Contract or confirmed to be provided by an independent and authorized person acting on behalf of or for the party receiving the information,

15.1.2 Information became a public property without a fault or negligence of the party receiving such information or

15.1.3 Information to be disclosed by the party receiving such information, as required under the laws or as instructed by the administrative authorities.

15.2 In any case, the Parties shall immediately inform each other when the Confidential Information is obtained by parties who are not authorized to have access to such information or when they learn or suspect of unauthorized disclosure of the Confidential Information.

15.3 Each party is obliged to assure that its personnel, contractors and representatives who have or might have access to the Confidential Information shall be subject to the terms and conditions of Article 15.

15.4 The provisions given on this Article 15 shall continue to be binding after termination or cancellation of this Contract.

16. INTELLECTUAL PROPERTY RIGHTS / PROHIBITED GOODS

16.1 The Lessee shall not exhibit or attempt to exhibit at the Fair any goods violating any third party personal rights and Intellectual Property Rights or Patents ("Goods Violating Intellectual Property Rights") or any goods banned or restricted by the local laws, regulations and bylaws in force where the Fair is organized ("Prohibited Goods").

16.2 Without prejudice to the other rights granted to the Lessor; if third parties and/or related competent authorities claim that the Lessee exhibits Goods Violating Intellectual Property Rights or Prohibited Goods (or attempts to exhibit such goods), the Lessor shall be entitled to;

(a) Dispose of such goods provided that the costs shall be on account of the Lessee,

(b) Terminate the Contract, including the Lessee's right to participate to the Fair,

(c) Shut down the Lessee's stand,

and, in such cases, the Lessee shall not be entitled to make any financial or otherwise claims towards the Lessor.

Depending on the compensation claims to be made by third parties, the Lessor shall return to the Lessee the goods taken out of the fairground.

16.3 The Lessee hereby accepts that it shall participate to the pre-registration supervision before the start of Fair, if requested by the Lessor, and conduct supervisions as directed by the Lessor from time to time.

16.4 The Lessee hereby accepts that if the Lessor suffers from any claims, liabilities, litigation, lawsuits, decisions, expenses (including court expenses) and costs due to Prohibited Goods or Goods Violating Intellectual Property Rights exhibited by the Lessee and/or if third parties suffers from such claims due to exhibition of such materials or if such claims are made against the Lessor and such related parties, the Lessee shall compensate and cover such demands.

17. GENERAL PROVISIONS

17.1 Assignment: The Lessee shall not assign or transfer the rights or liabilities arising from this Contract to any third party, excluding the official contractors hired pursuant to Article 5.2.

The Lessor reserves the right of assigning its rights and liabilities arising from this Contract without informing the Lessee beforehand and obtaining its approval.

17.2 Notices: The notices to be served by the parties under this Contract or allowed under this Contract shall be made in writing and shall be served to the foregoing addresses of the parties. The notices shall be served by hand with "received" remark, by registered and reply paid mail or by virtue of a notary public. If the notices are faxed, the fax message shall be considered as received on the hour and date written on the fax transmission confirmation.

17.3 Set-off: The Lessor is entitled to deduct the Lessor's payables to the Lessee from the amount to be paid to it by the Lessee.

17.4 Non-waiver: A waiver from any provisions of this Contract or from any rights granted under with Contract shall not be valid unless it is made in writing and signed by authorized representatives of the Lessor.

17.5 Cumulative Remedies: None of the remedies granted under the provisions of this Contract shall annul any other remedy and, unless otherwise specified, each remedy is a cumulated remedy and these shall be available in addition to all other rights granted under the current or future laws in force.

17.6 Headings: The headings on this Contract are provided only as a reference and they shall have no determinative impact on interpretation of the Contract.

17.7 Severability: Each clause and sub-clause of this Contract shall be enforced independent from each other and invalidity of any provision shall not impair enforceability of any other provision. If any provision of this Contract becomes unenforceable and if the Contract shall be enforceable if some of the other provisions are deleted, the provisions mentioned herein shall be amended as required.

17.8 Supplementary regulations, legislations and instructions: Regardless of other provisions of this Contract, the Lessor reserves the right of making additions to the bylaws and instructions mentioned on this Contract in order to assure that the Fair is organized smoothly and properly. The Lessee hereby accepts to obey such additions.

17.9 Governing law and disputes: All disputes, conflicts or lawsuits arising out of this Contract or in connection with this Contract (including non-contractual disputes and litigations) shall be subject to the Turkish law and Istanbul (Çağlayan) courts and execution offices are the competent authorities.

[THE LESSEE SHALL SIGN AND STAMP EACH PAGE]

Exhibitor Authorized Confirmation

Name Surname

Signature

Stamp

UBM NTSR Authorized Confirmation

Name Surname

Signature

Stamp