

FAIR PARTICIPATION AGREEMENT

ARTICLE 1: Parties, which sign this Fair Participation Agreement, shall be referred to as "EXHIBITOR" and Dissiad Congress And Conference Limited Companyas "ORGANIZER" and accept the following participation terms.

ARTICLE 2: The EXHIBITOR agrees to participate in the exhibition or fair (referred to as "FAIR") organized by the ORGANIZER indicated in this agreement at Istanbul Expo Center Facilities in Istanbul (referred to as "ISTANBUL EXPO CENTER"), by signing the Fair Participation Agreement. Upon signing, the EXHIBITOR preserves its material and moral liabilities even if he rejects participating in the fair. The EXHIBITOR agrees in advance with the ORGANIZER's arrangements over the matters such as the location of the EXHIBITOR in the fair area, organization dates, title, etc. in accordance with sectoral demand, economic status, and the requirements of the organization or the changes made with his own discretion (including the partial and whole cancellation of the fair). The abovementioned case cannot be a reason for termination of the agreement, and the fee payment obligation of the EXHIBITOR still continues. The EXHIBITOR reserves the right to withdraw from the fair only by the written confirmation of the ORGANIZER.

ARTICLE 3: The fair rental fee is calculated according to the unit fee per one square meter. If any agreement signed between the ORGANIZER and thus, the Association representing the EXHIBITOR exists, the EXHIBITOR declares, accepts, and undertakes that the EXHIBITOR shall fulfill the liabilities and relevant articles for the EXHIBITORS in this agreement and the agreements with the Association. The fair rental fee covers advertising activities and announcement of the fair, information center, ensuring the overall safety of the fair (The EXHIBITOR is responsible for maintaining the safety and cleaning of the area around and within the stand and the exhibited goods), general cleaning services, and printing and distribution of the fair catalog at the end of the fair. Implementations on the second storey for custom stands are charged by multiplying the total area of the second storey with 50% of the unit price per square meter and added to the agreement fee. VAT and other taxes are added to all charges.

ARTICLE 4: The ORGANIZER shall hold the right to intervene in case of maintenance or ensuring security throughout the fair or to cancel the event where demanded by authorized agencies. In such case, the EXHIBITOR shall not have any authorization to claim for indemnification of his losses from the ORGANIZER. The EXHIBITOR shall hold the ORGANIZER harmless and prevent him from suffering damage regarding such requests.

ARTICLE 5: In breach of legal or official regulations, the EXHIBITOR shall indemnify the arising damages of the ORGANIZER. The EXHIBITOR accepts that in breach of the laws and regulations of the Republic of Turkey, the ORGANIZER shall not hold any responsibility in the presence of the public. The EXHIBITOR is solely responsible for any legal and legitimate actions. For such occasions, the ORGANIZER reserves the right to file a suit and claim indemnity against any sort of pecuniary loss.

ARTICLE 6: Where the EXHIBITOR, who has signed the participation agreement as per the participation terms of this fair, fails to pay any of the installments specified in the Fair Participation Agreement, all his remaining debt becomes due, and he accepts and undertakes to pay default interest of 3% per month. The EXHIBITOR is not allowed to take the exhibited goods out of the fair area without paying the entire due/overdue of this agreement fee and damage charge, if any, as of the ending date of the fair. The EXHIBITOR accepts, declares, and undertakes in advance that he holds the right to withhold the mentioned goods in the warehouse of the ORGANIZER until the whole of the agreement fee is collected. The EXHIBITOR shall be also charged with the warehouse rental fee for the duration of the goods remaining (the daily warehouse rental fee costs € 200 per cubic meter) and pay this fee to the ORGANIZER within 7 days.

ARTICLE 7: The companies cannot participate in the Fair by merging with more than one company under a single stand and one fascia board. Manufacturing companies cannot use the logo and/or the stand of another company for the purpose of advertising or marketing. Holding or group companies can only be represented at the Fair under the name of the company that signs the contract. Logo of the holding or other subsidiaries under the group cannot be used. Stand fascia board cannot belong to different companies other than the company that signed the Participation Agreement, even if they are in the same holding company or the same group. The EXHIBITOR accepts that, if another company without having the contract with the ORGANIZER uses or wishes to use the stand, they shall accept to be intervened from the use. The EXHIBITOR is not allowed to hire and transfer the rights held by these participation terms to another party or enterprise even partially under any circumstances.

ARTICLE 8: The EXHIBITOR is not allowed to conclude a sponsorship agreement with a company to be assigned for the stand installation, except for the one on the subject of the relevant fair. In case of a contrary situation, the ORGANIZER reserves the right to remove the implementations of the sponsoring company.

ARTICLE 9: The EXHIBITOR exhibits the goods and services to be demonstrated within the stand area allocated to him. No one is allowed to make any demonstration other than the EXHIBITOR within the rented stand area. In case of detecting such execution, the EXHIBITOR accepts, declares, and undertakes to pay a penalty up to the amount of the fair participation fee. The EXHIBITOR is liable for all risks, their consequences and indemnities, such as maintaining the safety of the area around and within the stand, taking the responsibility of the stand, theft, and

so on. The EXHIBITOR shall use the stands provided with him without damaging. It is strictly prohibited to pound nails, drill holes, use glue, except for duct tape, and paint, perform advertising and promotional activities without written permission on the panel walls and aluminum materials. The EXHIBITOR is deemed to accept in advance all the terms presented in the Exhibitor Manual (Exhibitor Guidelines) prepared by the ORGANIZER. The Exhibitor Manual is submitted to the EXHIBITOR upon the signature of the agreement. The EXHIBITOR cannot claim that he has not received or not been aware of the manual. The ORGANIZER shall collect such damages and losses, arising from failure to comply with the conditions set forth in the Exhibitor Manual (Exhibitor Guidelines), and all kinds of damages given to the ORGANIZER in the fair area from the EXHIBITOR. Furthermore, the EXHIBITOR is not allowed to use any banner, signboard, poster, or any kind of advertising material in any manner, except for the allocated area and height limit.

ARTICLE 10: The EXHIBITOR accepts and undertakes in advance that he cannot employ any private security personnel for any reason throughout the fair and that it might be regarded as a violating term, and the ORGANIZER is entitled to terminate the agreement and charge a penalty fee of € 10.000 when he desires. The ORGANIZER holds the sole authorization to keep security personnel in the area. If the EXHIBITOR request security service in the areas that he is responsible for, he may provide it from the company only assigned by the ORGANIZER for a fee.

ARTICLE 11: In order to ensure health and hygiene conditions, it is strictly prohibited to bring food and beverages to the fair area from outside except for catering. The ORGANIZER takes all kinds of measures in order to prevent the food and beverages from being brought to the fair area from outside. Only the companies assigned by the ORGANIZER might provide the catering service in all the areas in the fair and foyer area. The EXHIBITOR is also responsible for complying with the provisions in the Regulation on Procedures and Principles of Sales and Presentations of Tobacco Products and Alcoholic Beverages.

ARTICLE 12: Loading and unloading operations in the fair area can be performed through the EXHIBITORS' own means for transportation and handling without any approval or documentation required from the ORGANIZER. They may use the ORGANIZER's forklifts and cranes for which he is provided with service for a fee on condition that it is informed in advance.

ARTICLE 13: The main characteristics of the below-mentioned materials and services set forth in the Exhibitor Manual are not included in the fair participation fee specified in the fair participation form. When requested, the EXHIBITOR may receive the services in the Exhibitor Manual only from the company assigned by the ORGANIZER for a fee. The EXHIBITOR is required to order the services that he intends to utilize and are included in the Exhibitor Manual before entering the fair area for installation and to pay the cost of the services requested in advance and in cash. The primary materials and services for a fee in the Exhibitor Manual are stated below:

- a- Telephone, fax communications, utilities,
- b- To benefit from all other additional services, (Host/Hostess, Stand Catering, Translator, Plasma TV, etc.)
- c- To hire additional stand materials requested in the material list (Chair, table, counter, showcase, carpet, armchair, couch, etc.)

The EXHIBITOR holds the sole responsibility for the security, cleaning, and return of the requested and hired materials free of damage and completely. He is required to submit these materials to the company assigned by the ORGANIZER free of damage and completely at the end of the fair. The company assigned by the ORGANIZER charges the cost of damaged and incomplete materials to the EXHIBITOR. The EXHIBITOR accepts, declares, and undertakes to pay this invoice within 7 days.

ARTICLE 14: All decoration companies to construct custom decoration stands for exhibitors in the designated area at Istanbul Expo Center Facilities are obliged to sign the Regulation on Stand Installation and Implementation set by the ORGANIZER. Before the EXHIBITORS conclude a stand installation agreement, they shall be informed if the contacted decoration companies have signed the Regulation on Stand Installation and Implementation by the ORGANIZER. Custom stand decoration companies that have not signed the Regulation on Stand Installation and Implementation are prohibited to enter Istanbul Expo Center Facilities. Where the EXHIBITORS prefer custom stand decoration, they are required to make a written application to the "Project Service and Approval Unit" of the ORGANIZER to be no later than 90 days before the fair begins. The EXHIBITOR accepts, declares, and undertakes that he is severally responsible for all the articles specified in the "Regulation on Stand Installation and Implementation" which the assigned decoration company has signed. Stand decoration projects, architectural and electrical system plans are required to be submitted to the Project Supervision Unit to be no later than 45 days before the fair begins.

ARTICLE 15: The company or persons constructing a stand in the fair area are obliged to inform and submit relevant notifications and documents of the persons hired to work in this area (Company Name / Employee First Name-Last Name, TR identity number, SSI (Social Security Institution) statement of employment, work permits for foreigners) to the ORGANIZER in writing before starting the stand installation. Unless this information and documents are submitted, the EXHIBITOR holds the responsibility. The EXHIBITOR shall be responsible for taking and implementing measures in accordance with the provisions of the relevant codes, statutes, and regulations on

occupational safety and health. The EXHIBITOR shall provide all equipment to be used in avoiding occupational accidents and is responsible for inspecting the use of this equipment, taking all kinds of measures required to avoid occupational accidents and training the personnel about occupational health and safety of the personnel.

Otherwise, the EXHIBITOR shall bear all penal and legal responsibilities. Where the ORGANIZER pays any penalty or indemnity given that the EXHIBITOR violates his liabilities under this article, the ORGANIZER shall charge the mentioned costs to the EXHIBITOR, and the EXHIBITOR accepts, declares, and undertakes to pay this invoice within 7 days. The EXHIBITOR holds all kinds of legal obligations for the personnel hired under this agreement. The EXHIBITOR is liable for fulfilling legal obligations of the personnel regarding occupational conditions (SSI, tax office, work permit, license, etc.) and making payments arising from the mentioned obligations. Stand decoration companies are prohibited to use drywall, paint (except for water-based paints), weld, cut, and sandpaper in the fair area. The stand height cannot exceed 4.5 meters (excluding balconies).

ARTICLE 16: The EXHIBITOR is obliged to issue a Construction All Risks Insurance policy for the installation in the fair area, covering losses to the fair area throughout the mentioned works, a Third Party Liability policy, and an Employer's Liability policy for the personnel to be hired in this area before the fair date. This policy shall be free from recovation for the ORGANIZER's group companies, or the ORGANIZER's group companies shall appear to hold coinsurance on the policy. It is obligatory to submit this policy to the ORGANIZER before the installation begins. Fire, Third Party Liability, and Employer's Liability policies shall be submitted according to their relevant sections in the fair, and the ORGANIZER shall be regarded as the third party in the Third Party Liability policy. The EXHIBITOR is responsible for all possible damages caused by the EXHIBITOR in the fair area. The EXHIBITOR also holds the responsibility for exemption sections in the policies with a submission obligation. The EXHIBITOR is liable for insuring all exhibited products and against all risks for the stand such as losses that may arise throughout the placing and fair, theft, etc. The EXHIBITOR bears all kinds of damages and losses that may arise on his exhibited products and the stand. The EXHIBITOR shall not hold the ORGANIZER's group companies responsible given such damages.

ARTICLE 17: The EXHIBITOR is solely responsible for complying with the laws over the issues on preparation and unloading processes, the personnel to be hired and the goods and services to be exhibited throughout the fair, as well as covering the services of third parties and companies agreed on installing and dismantling.

ARTICLE 18: The ORGANIZER has full authorization from the entrance of the fair area to the end of the exit in the fair area as per the Regulations, Rules and Principals; the EXHIBITOR shall abide by all final decisions by the ORGANIZER's Management.

ARTICLE 19: Stands of the EXHIBITORS shall not block the components of the fire warning system, including light beam detectors, fire points/cabinets, first aid points, emergency exits and ventilation vents and grilles as well as restaurants, buffets, and cafeterias, and ad panels and signages, not keep any balloon filled with inflammable/volatile gas, and use it for the purpose of advertising under any circumstances. Otherwise, the ORGANIZER is entitled to take and implement necessary measures and have them indemnified upon detecting the financial loss.

ARTICLE 20: It is prohibited to exhibit and use inflammable and explosive substances in the fair/exhibition area. Fuel tanks of all kinds of exhibited vehicles shall be emptied. Any show-related activity is subject to the authorization of the ORGANIZER.

ARTICLE 21: The ORGANIZER is liable for opening the mentioned Fair (or exhibition). The fair shall remain open every day between the hours specified in the invitations and/or announcements. Unless otherwise stated, visitors are charged an entrance fee. The EXHIBITOR, who is absent in the fair area on the specified placing date, fails to complete the fair preparations until 08.00 on the opening day, fails to complete all the activities causing contamination by 17.00 one day before the opening date of the fair, fails to complete constructing his stand, shall accept, declare and undertake to pay € 10.000 as a penalty while the fair participation fee still remains obligatory. Furthermore, the EXHIBITOR still has continuing responsibilities for all payments and penal obligations, and the ORGANIZER shall decide whether he is allowed to the fair.

ARTICLE 22: Unless otherwise stated, the time of installation is from 08.30 to 22.00 for 7 days. Apart from these periods, it is prohibited to enter and work in the fair area, and the ORGANIZER holds the sole authority to change these hours. The EXHIBITORS, who intend to enter the area at an earlier time, are allowed to enter on condition of paying the fee specified in the ORGANIZER's tariff and obtaining his written approval with the precondition of the availability of the schedule.

ARTICLE 23: The EXHIBITOR opens the stand the day before the fair opening at 19.00 and every day at 19.15 during the fair and opens every morning at 08.30. All stands must remain open with at least one booth staff until the official closing time of the fair and not emptied even partially. The EXHIBITOR, who empties his stand before the ending time on the last day of the fair, accepts, declares, and undertakes that he will pay a penalty fee of € 10.000.

ARTICLE 24: The EXHIBITOR, who has signed the Participation Form, shall exactly comply with the terms of participation and the timetable that the ORGANIZER sets and provides.

ARTICLE 25: The EXHIBITOR is not allowed to play the music loud and cannot perform demonstrations such as dance, folklore, fasil in the fair area. The EXHIBITOR is required to inform the ORGANIZER about the events which he contemplates organizing and obtain approval, both in writing. In the breach of these terms, the ORGANIZER holds a right to intervene for immediate correction and stop the action. Visual, audio, and mobile advertising vehicles and public demonstrations may be permitted with written information and approval by the ORGANIZER before the fair begins unless they disturb neighboring exhibitors and impede the public announcement and notification system in the halls. In case of written approval by the ORGANIZER, the event can be performed with the volume limit of 85 dBA up to 1 m away from the source of the sound. The ORGANIZER is authorized to de-energize and close the stand without any refunding of the exhibitor violating the rules of music and demonstration. The non-observant exhibitor is obliged to pay a penalty with an amount of € 10,000 to the ORGANIZER.

ARTICLE 26: The EXHIBITOR is liable for the damages arising from uncontrolled energy use. Any damage detected by the ORGANIZER shall be charged to the EXHIBITOR.

ARTICLE 27: If an agency authorized by the ORGANIZER is present in the fair area for photo and video shooting services throughout the fair, any person or entity other than such agency is not allowed for shooting.

ARTICLE 28: The decisions of the Exhibitor Manual (Exhibitor Guidelines) and the ORGANIZER are valid over technical and organizational details not included under the Terms of Fair Participation.

ARTICLE 29: During the fair, all the problems related to the other subsidiaries, officials and the organization shall initially be informed to the authorized officers of the ORGANIZER. During the fair, concerning all the issues related to the participation, the ORGANIZER's authorized officials are fully authorized, and the EXHIBITOR accepts the authority of the ORGANIZER's officials in advance.

ARTICLE 30: The ORGANIZER shall not accept any responsibility for any damages and losses occurring on the vehicles at the parking place of the fair area. The ORGANIZER is not entitled to any responsibility for traffic accidents, theft and any other unfair actions to be executed by third parties against vehicles and precious belongings in the vehicles left by personnel, employees, third party incumbents and institutions serving for the EXHIBITOR. The EXHIBITOR and company employees who are subject to any illegal and unfair actions at the parking place and in the fair area for any reason, shall not claim the ORGANIZER for the compensation of their losses on any ground and the ORGANIZER cannot be held responsible without any justification. The EXHIBITORS are responsible for the security of their own belongings. The company contracted with the ORGANIZER for the security service is liable for taking required measures regarding general security in the fair area as per the authorization of the law number 5188. As the security service is provided based on the above-required measures against incidents that might occur at stands, such as theft, fire, sabotage, the ORGANIZER is not deemed responsible for the security service dedicated to stands. The security company contracted with the ORGANIZER shall not bear the responsibility of watching displays and stand equipment and not accept any responsibility for any loss and damage. The responsibility of the security company for general security shall not cover damage to property and personal injury.

ARTICLE 31: The parties agree that the addresses specified on the Fair Participation Form are statutory notification addresses.

ARTICLE 32: In case of any dispute, Bakırköy Courts and Enforcement Offices are authorized.

ARTICLE 33: Herein this agreement is organized in one copy, undersigned by signatories authorized by the circular of signature.

All kinds of taxes, duties, and other charges arising from this agreement shall be paid by the EXHIBITOR and ORGANIZER evenly. Where the EXHIBITOR request the Agreement to be issued in two copies, the EXHIBITOR shall pay all kind of taxes, duties and other charges arising from the second copy.

DATE:

EXHIBITOR
Company Seal and Signature

ORGANIZER
Company Seal and Signature