

**1. Offer and Acceptance.** Exhibitor's submission of the 2012 Exhibit Space Agreement form, with or without a deposit, shall constitute an offer from Exhibitor to enter into such Agreement with ELECTRIC POWER 2012 ("EP" or "Show Management"). Such offer can only be accepted by EP signing such agreement at EP's place of business in Houston, Texas, USA. After signing in Houston, EP will send to Exhibitor a fully signed copy of the one-page Agreement document, which sending shall constitute EP's acceptance and cause the Agreement as a whole to become effective.

**2. Arrangements of Exhibits.** Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially built displays not in accordance with these Exhibition Rules and the regulations set forth in the Exhibitor Service Kit must be submitted to Show Management before construction is ordered and/or begun. The Exhibitor Service Kit will be supplied to Exhibitor approximately three months before the Exhibition. If Exhibitor wishes to inspect this Kit before submitting the 2012 Exhibit Space Agreement form, Exhibitor has the right to do so. With or without prior inspection, Exhibitor understands that by signing the 2012 Exhibit Space Agreement form, Exhibitor agrees to be bound by the Exhibitor Service Kit, which shall form part of the Agreement. Exhibitor may request the Rules & Regulations portion of the Exhibitor Service Kit at any time.

**3. Remedies.** If Exhibitor fails to make any payment or otherwise breaches any provision of the Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Exhibitor has received written notice from Show Management specifying the breach, Show Management shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel the Agreement in whole or in part; (ii) evict Exhibitor from any or all of the space being rented by Exhibitor; (iii) have any of the Agreement's violated provisions specifically enforced; and (iv) exercise any other remedy available by rule of law. By "reasonable time" is meant: (i) immediately, in the case of any breach occurring during the Show; (ii) 24 hours, in the case of any failed payment; and (iii) 5 days, in the case of any other breach. In addition, Show Management may keep any and all monies received from Exhibitor as liquidated damages, it being understood that EP's losses and damages from Exhibitor's breach of the Agreement are difficult to ascertain and that the agreed liquidated damages are not intended as a penalty. Upon cancellation of the Agreement, Show Management may (without prejudice to any other available remedy) rent Exhibitor's space to any other exhibitor, or use such space in any other manner as Show Management deems necessary, in its sole discretion, without any obligation to Exhibitor.

**4. Liability.** Neither Show Management nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Exhibitor or to Exhibitor's employees, invitees, licensees, or guests, or Exhibitor's property from any cause whatsoever. Under no circumstances shall Show Management or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. Show Management shall not be liable for failure to perform its obligations under the Agreement as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing, or otherwise participating in Exhibitor's booth or exhibit is deemed to be the invitee, licensee, or guest of Exhibitor, and not the invitee, licensee, or guest of Show Management. Exhibitor assumes full responsibility and liability for the actions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold EP, the exhibit hall, and their respective privies, harmless from and against claims resulting directly or indirectly from the actions or omissions of Exhibitor and/or Exhibitor's agents, employees, independent contractors, or representatives whether within or without the scope of authority. There is no other agreement or warranty between Exhibitor and Show Management except as set forth in this document. This agreement represents the entire agreement between the parties into which all prior understandings are merged. The rights of Show Management under the Agreement shall not be deemed waived except through a writing signed by an authorized officer of Show Management.

**5. Insurance.** For the term of the Agreement, Exhibitor shall at all times maintain insurance sufficient to cover the liabilities of Exhibitor under the Agreement. The amount and scope of such insurance shall be reasonably satisfactory to Show Management. Such insurance shall also provide coverage for Exhibitor's contractual obligations to defend, indemnify, and hold harmless, as stated in the Agreement. Show Management shall be added as an additional insured to such insurance. Exhibitor's insurer shall confirm to Show Management that such insurance cannot be canceled or changed without thirty (30) days prior written notice to Show Management. Exhibitor agrees to provide Show Management a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Show.

**6. Force Majeure.** In case the Exhibition hall is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for Show Management to permit Exhibitor to occupy the space assigned during any part or the whole of the period covered by the Show, then during such circumstances Show Management, the building management, and their respective privies will be released and discharged from the obligations to supply space, and Exhibitor will be reimbursed a proportionate share of the booth rental previously received by Show Management from Exhibitor.

**7. Jurisdiction and Attorney Fees.** This agreement shall be governed and construed by the laws of the State of Texas. Should any legal action be commenced to resolve any dispute under the Agreement: (i) Exhibitor hereby consents to venue and jurisdiction in the federal or state courts located in Houston, Texas (headquarters of EP), and agrees that no such action may be brought in a forum not located in Houston, Texas; and (ii) the prevailing party shall be entitled to an award of litigation expenses (including, but not limited to, deposition costs and expert witness fees and expenses), interest, and reasonable attorney fees, in addition to any other remedy obtained.

**8. Mediation and Arbitration.** If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation in Houston, Texas before a mutually acceptable mediator/lawyer before resorting to arbitration, litigation or some other dispute resolution procedure. Upon the demand of any party, whether made before or after the institution of any judicial proceeding, any controversy or claim whatsoever arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**9. Taxes and Licenses.** Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Exhibitor's activity at the Show. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that may become due to any government authority concerning Exhibitor's activities at the Show.

**10. Cancellations.** In the event that Exhibitor wishes to cancel some or all of its allotted exhibit space, Exhibitor may request and Show Management may grant such cancellation, but only with the following understandings: First, all cancellations must be requested in writing and addressed to ELECTRIC POWER Show Management at the address below. Second, Show Management is not required to refund any portion of monies (the 50% deposit, full fee, or otherwise) previously paid by Exhibitor. Third, if Exhibitor's cancellation request is received by Show Management after the Agreement has become effective but before the final payment date, Exhibitor nevertheless agrees to pay the 50% deposit before such cancellation will become effective. Fourth, if Exhibitor's cancellation request is received by Show Management after the final payment date, Exhibitor nevertheless agrees to pay the full booth rental fee based on the original space requirements, before such cancellation will become effective. Show Management assumes no responsibility for having included the name of Exhibitor in the Show Catalog, brochures, news releases, or other materials.

**11. Changes.** If Exhibitor requests an increase of its booth space after the Agreement has become effective, Show Management will use reasonable best efforts to accommodate such requests, subject to space availability, additional fee payment, and other circumstances then prevailing. If Exhibitor requests a change that leads to a net reduction of booth space from original requirements, such request shall be covered by Section 10 above.

**12. Other Matters.** The Exhibition is owned by Access Intelligence, LLC and managed by TradeFair Group, Inc. ELECTRIC POWER Show Management ("Show Management") whose main office is located at 11000 Richmond, Suite 690, Houston, TX 77042. All matters not expressly covered in the Agreement are subject to the reasonable decision of the Show Management, whose decision shall be final.