



RULES AND REGULATIONS

FOR THE WORLD PETROLEUM EXHIBITION
(16-19 June 2014, Moscow, Russia)

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1. ORGANISER

The Exhibition is organized by the Noncommercial partnership "The Russian national committee of the World Petroleum Council on the organization and carrying out of the world petroleum congresses" ("the Organiser").

2. LICENSE

Upon payment of the full Contract¹ Price, the Exhibitor will have a conditional and revocable license (the "License") to occupy the area lent ("the Allocated Space") by the Organiser to exhibit the products they have notified the Organiser of ("the Exhibits") for the duration of the Exhibition ("the Period") during the Show Hours (hereinafter defined). The Contract provides no other lease rights or any other rights for the Allocated Space but mentioned in the License given.

3. ALLOCATED SPACE

Only the Organiser makes a final decision regarding the Allocated Space. If no space is available for the Exhibitor, the Organiser should refund to the Exhibitor the Contract Price received from the Exhibitor without interest. The Organiser may change the Allocated Space to another area of a comparable size by giving the Exhibitor a written notice of such change within three days.

4. OVERSIZE OF THE ALLOCATED SPACE

The Organiser reserves the right to charge the Exhibitor for any area used by the Exhibitor except for the Allocated Space. If the Exhibitor fails to pay the mentioned fee for the extra area used, the Organiser should dispose this area of any property of the Exhibitor and the Exhibitor should recompense the Organiser all expenses concerned with the disposal.

5. EXHIBITS

The Organiser reserves the right to determine the eligibility or relevance of any materials, products or services or advertisements to the Exhibition's interest. The Exhibitor is allowed to represent in the Allocated Space the Exhibits only.

6. DATES/DURATION OF THE EXHIBITION

The Exhibitor hereby acknowledges that the World Petroleum Council has the right in its absolute discretion to change the dates or duration of the Exhibition by sending the Exhibitor a written notice 14 days before and without being liable to the Exhibitor for any damages or claims whatsoever.

For the avoidance of doubts, with the exception of cancellation of the Exhibition, no refunds of any deposit, payment or partial payment shall be made to the Exhibitor for any change of the dates or duration of the Exhibition pursuant to this clause.

7. WARRANTY

The Exhibitor declares and warrants the Organiser that:

- a) they sign the Contract as a principal and not as an agent or a representative of any third party;
- b) the Exhibits do not infringe any patent, trademark, copyright and other intellectual property of any party and as far as the Exhibitor is aware, no claims of such infringement have been made, the Exhibitor is not the subject of any litigation, actual or threatening; and
- c) they have the full power and capacity to sign and perform the Contract and while performing the Contract they will fulfill the duties of the Exhibitor legally and appropriately.

The Exhibitor agrees that in case of breaking the Contract agreements, the License may be revoked by the Organiser and the Contract will be terminated (without the Organiser being liable for any damages or prejudice of the Organiser's rights hereunder) and the Exhibitor will indemnify and keep the Organiser fully indemnified for all costs, claims, demands, losses, liabilities, charges, actions and expenses.

¹ Contract [Application form] for taking part in the World petroleum exhibition, 16-19 June 2014, Moscow IEC "Crocus Expo" ("Contract").

8. ADMISSION

The Exhibition should be open to the Exhibitor and their authorized staff during the exhibition period ("the Opening Hours"). Notwithstanding the abovementioned, the Organiser reserves the right to refuse an admission to any person at its sole discretion and to make revisions to the Opening Hours.

9. STAND CONSTRUCTION

The Exhibitor must equip the Allocated Space ("Stand Construction") in accordance with the Organiser's requirements and bear the costs of all Stand Construction works. The Stand Construction Works should be carried out according to the Exhibitor's Manual.

10. ELECTRICAL WORKS AND POWER SUPPLY

The power connection works should be executed in accordance with the Exhibitor's Manual and the Annexes.

11. SUBLETTING

The Exhibitor should not sublet or otherwise part with or share possession of the whole or any part of the Allocated Space without the Organiser's written approval, regardless of the goals the subletting would be used for.

12. ADVERTISING

The Organiser has a right to prohibit the distribution of any advertising materials for any reason. Any form of advertisement at the Exhibition is strictly limited to the Exhibitor's Allocated Space. The Organiser issues a press release in relation to the Exhibition and promotes the Exhibition in any other form in their sole discretion. The Exhibitors are permitted to hold promotions for their exhibits during the Exhibition if they have obtained the Organiser's prior written approval in respect of the scope and duration of such promotions to avoid an unreasonable refusal.

13. CANCELLATION

In case of cancellation or termination of the Exhibition Participation Contract by the Exhibitor, the Exhibitor should pay to the Organiser cancellation charges at the following rates:

Cancellation more than 120 days before the first day of the exhibition: 50% of the contract price;

Cancellation 60 to 120 days before the first day of the exhibition: 75% of the contract price;

Cancellation less than 60 days before the first day of the exhibition: 100% of the contract price.

The cancellation charges will be deducted from the money already paid to the Organiser for the License under the Exhibition Participation Contract and any deficient amount owed by the Exhibitor to the Organiser must be paid immediately.

14. LIABILITY AND RISKS

The Exhibitor must repay fully and effectively the Organiser and its shareholders and the lessor of the exhibition hall ("the Hall") all costs, claims, demands, losses (including indirect and consequential losses), liabilities, charges, actions and expenses:

- a) relating to or arising from the use of the Allocated Space; or
- b) as a result of any breach of any of the undertakings or obligations of the Exhibitor and their authorized persons under the Contract.

The Exhibitor's aforesaid repay must include:

- a) Any loss, damage, or injury howsoever caused to any persons or property by the Exhibitor, their authorized Staff or the Exhibits; and
- b) Any loss, damage or injury howsoever caused including all direct or consequential loss or damage to the Exhibitor's employees or agents, or the Exhibits notwithstanding that such loss, damage or injury may arise from or be due to any defect in the Hall or the neglect or default of the Organiser or its servants or agents (including the Official Stand Contractor).

The Organiser and the directors, officers and agents are not responsible for any theft, damage, loss or destruction howsoever caused to the products, fixtures, fittings, goods or articles or things whatsoever placed, deposited, brought into or left in the Hall by the Exhibitor.

The Organiser is obliged to insure the Organiser's civil responsibility for harming life and health and/or property damage of the Exhibitors, Exhibition and other third parties for the whole exhibition period. The Exhibitors bear full responsibility for any other kind of insurance.

15. SAFETY, FIRE, HEALTH AND OTHER RULES

Safety, Fire, Health and other rules and regulations imposed by the Organiser, the competent authorities and agencies or the lessor of the Hall upon the Exhibitor must be complied by the Exhibitor at the Exhibitor's expense.

16. REGULATORY APPROVAL.

The Exhibitor is solely responsible for ensuring that all governmental, statutory and other regulatory approvals required for the Exhibits (and its display) and the Exhibitor's participation in the Exhibition.

17. TERMINATION

The Organiser may, by notice in writing to the Exhibitor, terminate the License immediately if:

- a) The Exhibitor is in breach of any of the terms of the Contract;
- b) The Organiser reasonably considers that the Exhibitor is carrying on activities in a manner prejudicial to the business of other exhibitors within the Hall or of such standard that it detracts from the character and/or quality of the Exhibition and the businesses of the other exhibitors;
- c) If the Hall shall become, in the opinion of the Organiser, unfit for occupancy;
- d) The lessor or the head landlord of the Hall refuses consent to the granting of this License or subsequently requires its termination or lawfully requires possession of the Hall;
- e) If in the Organiser's opinion the Exhibitor does not or is unable to perform or comply with any of its obligation under the Contract, whereupon the Contract forthwith be terminated or cancelled by the Organiser without the Organiser being liable in damages or otherwise to the Exhibitor but without prejudice to any antecedent claim or breach under the Contract; and
- f) In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation or having a Receiver or Administrator appointed in the respect of any of its assets.

18. FORCE MAJEURE

The Organiser will not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of any cause not within the control of the Organiser. If as the result of this, the Exhibitor or the Organiser is unable to perform any of their obligations under the Contract, the Contract will be terminated and the Organiser will not be liable to the Exhibitor other than for a pro-rated refund of the Contract Price paid by the Exhibitor on the basis of the number of exhibit days remaining. For purposes hereof, the phrase "cause not within the control of the Organiser" shall include fire, flood, earthquakes or other natural disasters, epidemic, explosion or accident, blockade, embargo, governmental restraints, restraints or orders of civil defense or military authorities, act of public enemy, terrorist activities, riot or civil disturbance, strike, lockout, boycott or labor dispute or disturbance, and any other circumstances beyond the reasonable control of the Organiser.

The non-performance of the Contract under this clause shall not be deemed a breach or violation of the terms of the Contract.

19. RIGHT TO REJECT OR PROHIBIT

The Organiser may reject, restrict or prohibit the display of the Exhibits, or the entry of the Exhibitor or its representatives into the Hall. Provided that if no cause is given by the Organiser for such an order, the maximum liability, if any, of the Organiser shall be the refund to the Exhibitor of a sum not exceeding the pro-rata amount of the Contract Price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of such restriction or prohibition.

20. RIGHT OF POSSESSION

The Exhibitor hereby grants to the Organiser, for purposes of ensuring the due performance by the Exhibitor of its obligation under the Contract, the right to take possession of all property of the Exhibitor, including the Exhibits in the Hall.

21. LIABILITY LIMITATION

The liability of the Organiser should under no circumstances exceed the amount of the total Contract Price paid by the Exhibitor for the License herein granted.

22. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of the Contract shall be governed by the laws of the Russian Federation. Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts in the Russian Federation and waives any objections to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Any dispute between the two parties must be resolved in Russian courts and in accordance with Russian laws.

23. REVOCATION

Upon termination of the Contract, the License granted is revoked and thereupon the Exhibitor should immediately leave the Hall and remove all their Exhibits and leave the Allocated Space clean and in a state of good repair. If the Exhibitor fails to do so, the Organiser may remove any property left behind in the Hall by the Exhibitor, sell such property as the agent of the Exhibitor and retain proceeds of sale of such property, provided that the Exhibitor collects it within 7 days.

24. GOODS AND SERVICES TAX

The Exhibitor agrees that all payments or fees made pursuant to the Contract are levied under the Tax Laws of the Russian Federation which will where payable, be made fully by the Exhibitor.

25. NET OF TAXES

In case of any interest or penalties are levied in respect of such tax payments by the tax authorities, it must be solely paid by the Exhibitor and must not influence the Contract with the Organiser. Taxes as used herein, shall mean any present or future taxes, assessments or other governmental charges or taxes on income, capital gains, know-how, goodwill, payroll, property, sales, value-added tax, import duties, excise or other assessments by any taxing authority of any jurisdiction.

26. STAMP AND OTHER DUTIES

The Exhibitor should pay all stamp duties, legal fees and other charges for and incidental to the preparation and stamping of the Contract as well as any costs and expenses incurred by the Organiser in connection with the Contract.

27. EXHIBITOR MANUAL AND FLOOR (EXPOSITION) PLAN

Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor Manual and other documents supplied by the Organiser. The Organiser may make changes (having immediate effect) in relation to any aspect of the Exhibition. Such orders, rules and regulations form the part of the Contract, and must be observed by the Exhibitor. The Organiser may change the exhibition floor plan.

In case of a conflict between the clauses herein and those set out in the Exhibitor Manual, these Exhibition Rules and Regulations must take precedence.

28. SEVERANCE

If any term in the Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed to no longer form any part of the Contract and the enforceability of the remainder of the Contract shall not be affected provided that if the Organiser at its discretion decides that the effect of such severance is to defeat the original intention of the parties, the Organiser is entitled to terminate the Contract by thirty (30) days written notice to the Exhibitor without prejudice to the rights and remedies of each Party against the other in respect of any antecedent breach under the Contract.

29. REMEDIES AND IMPLIED WAIVERS

No failure or delay on the part of the Organiser to exercise any right or remedy under the Contract will not operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided by the Contract are cumulative and not exclusive of any rights or remedies provided by law.

30. SET-OFF CLAUSE

The Organiser may deduct from or set-off against any money due or becoming due at any time from the Organiser to the Exhibitor, under the Contract or any other contract between the Exhibitor and the Organiser or their related companies.

31. COMPLIANCE CLAUSE

The Exhibitor must comply with all conditions, rules and regulations prescribed by the Organiser governing the use of the Allocated Space and the Hall and must, upon the Organiser's written request, forthwith take all necessary action and/or refrain from any further action which is, in the Organiser's view, necessary to comply with any of its obligation and, forthwith provide any necessary information or document to evidence such compliance.

32. ASSIGNMENT CLAUSE

The Organiser may assign or transfer or deal with its rights and obligations under the Contract. The Exhibitor may not assign or transfer or deal with any of its rights or obligations under the Contract, nor to suffer or permit any other person or company to have the use of the Allocated Space.

33. Amendment Clause. The rules and regulations herein shall be amended by the Organiser after giving seven (7) days' prior written notice to the Exhibitor.

34. NOTICES

Any notice to be served on each Party should be sent by prepaid recorded delivery or registered post to the address of the relevant Party shown at the head of the Contract or by facsimile transmission or by electronic mail or by telex and should be deemed to have been received by the addressee within seventy-two (72) hours of posting or twenty four (24) hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee (with correct answerback).

35. CONFIDENTIALITY

The Exhibitor must not disclose to any person any information in any form (including analyses, compilations, forecasts, studies, research, data, photographs, drawings, specifications, designs and software programs) provided by the Organiser under the Contract without the prior written consent of the Organiser.

Notwithstanding this, the Exhibitor may disclose such information to:

- a) Their agents, servants or contractors on a need-to-know basis provided that such agents, servants, and contractors are first subject to the same confidentiality restrictions contained herein;
- b) Any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which requires disclosure provided that:
 - (i) if the Exhibitor, its agents, servants or contractors must become compelled by law to disclose such information, such party will immediately notify the Organiser in writing of that fact so that the Organiser may, if it wishes, seek to prevent that disclosure;
 - (ii) If the Exhibitor, its agents, servants and contractors shall take such steps as the Organiser shall require to prevent or minimize the scope of any disclosure; and
 - (iii) in any case, if the Exhibitor, its agents, servants or contractors are compelled to make disclosure, they shall disclose only that portion of the relevant information which must be disclosed; or
 - (iv) Any other person to the extent such disclosure shall either already be known to such person not due to a breach of this clause or is a matter of public knowledge.

The provisions of this clause shall remain in full force and effect notwithstanding the termination or expiry of the Contract for whatever reason.

36. HEADINGS

The headings in this Rules and Regulations are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of the Contract nor in any way affect the Contract.

37. No amendment to the Contract can be binding upon the parties unless made in writing and signed by both parties.