

General Terms for Holding Events at Expocentre Fairgrounds

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Contents

1. Processing Contractual Documentation
2. Event Venues
3. Payment Terms
4. Insurance
5. Duties and Responsibilities
6. Stage and Equipment Mounting Rules and Regulations
7. Disputes
8. Miscellaneous
9. Enclosures

Expocentre ZAO, further referred to as Expocentre, and provides venues for holding forums, congresses, seminars, symposia, fashion shows, presentations, business meetings, corporate events, concerts, shows and other events, hereinafter referred to as EVENTS.

General Terms for Holding Events at Expocentre Fairgrounds, further referred to as General Terms, form an integral part of the Contract for Holding an Event.

Event Types:

- **exhibition-related events** – events held within the framework of the exhibition and dedicated to the same subject.
- **other events**

1. Processing Contractual Documents

- 1.1 The Organizer, planning to hold an Event at Expocentre Fairgrounds shall submit (by post, fax or email) an Application to Expocentre.
- 1.2 Expocentre registers the Application.
- 1.3 Expocentre shall notify the Event Organizer of consent or refusal to provide a venue for the Event within the maximum of 5 days. In case of consent, Expocentre shall reserve the venue.
- 1.4 Once the agreement on all issues related to the holding of the Event has been reached, the relations between the parties shall be set out:

- in case of the **exhibition-related Events**, in the Contract for Holding the Event and/or in the Application, forming an enclosure to the Contract for Participation in the Exhibition with the exhibition organizer, collective display organizer or exhibitor.
- in case of **other Events**, in the Contract for Holding the Event.

These documents shall be signed by the Authorized Representatives¹ of the parties.

- 1.5 If the time set by Expocentre for signing the Contract for Holding the Event has been exceeded, Expocentre has the right to cancel the venue reservation.
- 1.6 For prompt management of the issues related to the organization and holding of the Event, it shall be accepted that Expocentre and the Event Organizer may conclude the Contract and exchange other documents by fax or email with further mandatory exchange of the originals. The Event Organizer shall send the originals of the Contract and other documents by recorded delivery post or by personal delivery to Expocentre's address within 5 days of the signing.
- 1.7 If, during the build-up, open or breakdown periods, the Event Organizer should require additional working hours, space, venues or services, he shall set out all additions to the Contract in Applications, which shall be signed by the Authorized Representatives of the parties.

Expocentre may refuse Applications for extra working hours, space, venues and services for technical reasons.

2. Event Venues

2.1 Expocentre provides the following venues for holding Events (including their build-up, conduct and breakdown):

- exhibition halls and pavilions;
- congress facilities: conference halls, meeting rooms, seminar rooms, banquet halls;
- recreation and other areas;
- outdoor sites;
- outdoor and indoor warehousing sites.

¹ A person acting on behalf another person under power of attorney or the company charter.

All venues and spaces are provided fit to the purposes claimed by the Event Organizer in the Contract.

2.2 The Event Organizer shall use the rented Venue only for the purposes defined in the Contract.

2.3 **Exhibition halls** are rented as a single space. In addition to the rented hall, parts of the adjoining halls can also be rented.

The exhibition hall working hours are 08.00 – 20.00.

Exhibition halls may be rented for the periods of 6, 12, 18 and 24 hours.

The Event Organizer may start work at the exhibition hall at any claimed time between 08.00 and 20.00, from which the rental period will be calculated.

The minimum rental period is 6 hours.

2.4 **Congress facilities** are rented as a single space.

The congress facilities working hours are 09.00 – 18.00.

The minimum rental period for the congress facilities is:

- 1 hour for the exhibition-related events;
- 3 hours for other events.

In addition to the congress facilities, the whole or parts of the exhibition halls can be rented.

Expocentre has the right to refuse partial rental of the exhibition halls for technical reasons.

2.5 In addition to space and venue the Event Organizer can rent recreation, outdoor and warehousing space.

2.6 The delivery and acceptance of the rented space and venue shall be reflected in a Delivery and Acceptance Statement for the Rented Venues, Property and Rendered Services (further referred to as the Statement). The document shall be signed by the Authorized Representatives of the parties.

2.7 The venue rental charge comprises:

2.7.1 for exhibition halls

- organizational expenses:
- shared electrical supply, heating and ventilation of indoor venues;

- general security protection at Expocentre Fairgrounds:
- cleaning of the rented facilities during and after the build-up, and during the breakdown periods.
- cleaning of the toilet facilities (cleaning of temporary toilets shall be arranged by and at the expense of the Event Organizer)
- removal of rubbish, packaging leftovers and small debris from specially allocated places during and after the build-up and breakdown of the Event (removal of food waste shall be arranged by the Event Organizer).

2.7.2 for congress facilities:

- organizational expenses
- shared electrical supply, heating and ventilation of indoor facilities
- security protection of Expocentre Fairgrounds;
- cleaning of the rented facilities
- cloakroom service (if the rented facilities have cloakroom)
- removal of rubbish, packaging leftovers and small debris from specially allocated places during the build-up and breakdown of the event (removal of food waste shall be arranged by the Event Organizer)

2.8 In no case shall the Event Organizer sub-let the rented facilities without Expocentre's written consent.

3. Payment Terms

3.1. The amount of the rental charge and the payment terms, as well as the range and cost of ordered services shall be set out in the Contract on the basis of the Rental Rates and Rates for Services for Organizers of Events at Expocentre Fairgrounds (enclosure No. 1), further referred to as the Rates.

3.2. The Rates form an integral part of the General Term for Holding Events at Expocentre Fairgrounds.

3.3. Expocentre has the right to change the Rates. The rental rates and rates for services set out in the Specifications to the Contract are not subject to changes.

3.4. The Event Organizer shall pay the rental and services charges prior to commencement of the rental period upon receipt of Expocentre's invoices on the dates specified in the Contract or the Application.

3.5. The fact that Expocentre has provided the Event Organizer with the venue, space and services shall be set out in a Delivery and Acceptance Statement.

3.6. The payment for space, venue and services ordered additionally and not set out in the Contract (Application) may be made during the build-up and open periods in cash at Expocentre's cashier's office.

4. Insurance

4.1. The Event Organizer shall purchase from the insurance company contracted by Expocentre and maintain the following types of insurance:

- an insurance policy for the rented venue and property which ensures normal and efficient operation of the rented indoor and outdoor facilities.
- a public liability policy.

4.2. The Event Organizer shall transfer the whole amount of insurance payments, according to the rates of the insurance company, to Expocentre's account along with the rental charge.

4.3. The insured period starts only when the Event Organizer has paid the amount of insurance payments in full.

4.4. Expocentre is entitled to act as an authorized representative of the Event Organizer, namely to conclude insurance agreements, notify the insurance company of the event dates and to take other steps deemed necessary to comply with the insurance agreement.

4.5. In case Expocentre incurs any damage or loss which is not covered by the insurance policies, the Event Organizer shall be liable to compensate for the actual damage or loss.

4.6. The Event Organizer is entitled to insure any other risks.

5. Responsibility

5.1. Expocentre is liable for timely provision of the venue and quality services in compliance with the terms of the Contract and/or Application.

If the Event Organizer fails to observe the conditions of the Contract and/or the Application in relation to the payment (the amount and dates), Expocentre shall not provide him with the venue and space, and shall not render related services.

5.2. If the Event Organizer cancels his Event after the signing of the Contract (the Application), he is liable for a cancellation penalty equal to 20% of the Contract amount.

5.3. If the amount due under the Contract/Application has not been transferred to Expocentre's account within the period set out in the Contract, Expocentre has the right to terminate the Contract.

Expocentre shall be entitled to terminate the Contract in case of other serious breaches of the General Terms.

The Contract shall be terminated by giving a written notice of termination to the Event Organizer. The date set out in the notice shall be considered the date of termination.

Expocentre shall be entitled to withhold the amounts paid by the Event Organizer in order to compensate for incurred expenses, while the remaining amounts shall be returned to the Event Organizer in due order.

5.4. The Event Organizer is liable for the damage incurred by Expocentre in relation to the Event and not covered by Expocentre's insurance policy.

The damage to Expocentre's property shall be set out in a Material Damage Statement signed by the Authorized Representatives of the parties (enclosure No. 3).

The compensation amounts payable by the Event Organizer shall be paid within 14 days after the closing of the Event.

5.5. The Event Organizer shall remove all his property from the Venue until the rental period comes to an end.

If the Event Organizer or his contractors are unable to ensure timely removal of their property from the Venue and Expocentre can extend the rental period, the Acceptance Statement shall show the actual rental period and the Event Organizer shall pay for the extra rental time per hour.

If the Event Organizer or his contractors are unable to ensure timely removal of their property from the Venue and Expocentre cannot extend the rental period, Expocentre shall have the right to transfer the property belonging to the Event Organizer or his contractors from the Venue to the warehousing facilities (indoor or outdoor). The Event Organizer is obliged to compensate for the expenses incurred by Expocentre in connection with the transfer of the property to and storage at the warehousing facilities. It is understood that Expocentre bears no responsibility for the integrity of the property transferred to and stored at the warehouse.

5.6. Expocentre shall in no case be held liable for:

- loss of or damage to the material valuables belonging to the Event Organizer, his contractors and staff (both permanent and hired), as well

as for loss caused by fire, explosion, water, wind, lightning and other hazards.

- damage to any person working for or invited by the Event Organizer, no matter how the damage has occurred.

5.7. Once the event is over, the Event Organizer shall return the rented property intact and in full to Expocentre's Authorized Representative.

6. Build-up and Breakdown Rules and Regulations

6.1. The general building contractor at Expocentre Fairgrounds is Expoconsta ZAO.

By agreement with Expocentre the Event Organizer can hire external building and dressing contractors or to perform the building and dressing works himself if in compliance with the rules and regulations for such works.

The written approval of such works from Expoconsta ZAO is required. The technical examination and approval is a chargeable service.

6.2. For the purpose of renting **exhibition pavilions and outdoor sites** the Event Organizer shall issue an event layout plan. The layout plan shall comply with the Fire Safety Regulations of the General Terms.

Expocentre shall provide the Event Organizer with the required drawings of indoor and outdoor premises so that he can make an event layout plan.

The event layout plan shall show the position of furniture, partitions, stage sets and equipment. It shall show the location of terminal points for connection to the mains electrical and their rating per point, the points of connection to the water mains (sewage) with the diameter of pipes, the points of connection to the compressed air mains, as well as the location of points for suspension and rigging of stage sets, dressings and equipment to the ceiling and walls of the rented premises.

If seating rows shall be arranged for the Event for over 200 people, the Event Organizer shall make sure that the seats in a row are fixed together.

Where a platform, a stage or rooms for various purposes are provided, the Event Organizer shall arrange gangways around such structures.

The event layout plan shall be issued in 4 originals to:

- Fire Department No. 160 (2 originals) for authorization by the 2nd Unit of the Federal Fire Control Service.
- Expoconsta ZAO for approval

- Expocentre's technical services

The event layout plan shall be submitted to Fire Department No. 160 and Expoconsta ZAO 10 days prior to commencement of the build-up period.

The event layout plan approved by Fire Department No. 160 and Expoconsta ZAO shall be submitted to Expocentre 2 days prior to the commencement of the build-up period.

6.3. For the purpose of renting **congress venues**, the Event Organizer shall issue a furniture and equipment layout plan. If necessary for preparing the layout plan, Expocentre provides the Event Organizer with the required Venue drawings. The layout plan shall be submitted to Expocentre 2 days prior to the beginning of the Event.

6.4. Connection of the lighting, audio and other equipment of the Organizer to electricity, water, sewage and compressed air mains shall only be carried out by Expocentre's competent staff.

6.5. It is prohibited to place furniture, equipment and stage sets near stationary electric service panels and fire hose cabinets.

The furniture, equipment and stage sets may be placed over the floor duct covers, near surveillance cameras and other engineering facilities by agreement with Expocentre.

6.6. Delivery and placement of the furniture and equipment rented from Expocentre shall be performed by Expocentre in compliance with the approved layout plan.

6.7. All work at height inside the pavilions for the suspension of structures from the ceiling framework shall only be carried out by Expoconsta ZAO.

6.8. The communication services at the Venue are provided exclusively by Expocentre.

6.9. The Event Organizer shall not broadcast any information without appropriate permission from Expocentre or use the forbidden frequency range for broadcasting, he shall not deliver and operate radioelectronic and high-frequency equipment on site without special written permission from Expocentre.

6.10. When holding the Event at the rented **congress facilities**, the Event Organizer shall not - without special permission from Expocentre - use his own equipment and staff, as well as hire external companies for audio-visual support of the Event.

6.11. It is prohibited to exceed the noise level of 100 dB at the rented venue. In case of offence, Expocentre has the right to cut off the sound equipment from electrical supply.

6.12. The Event Organizer is obliged to remove packaging and bulky debris from Expocentre Fairground after completion of the build-up and breakdown procedures.

7. Fire Safety

7.1. Expocentre's venues, provided for holding Events, comply with the fire safety requirements of the building rules and regulations.

7.2. The Event Organizer is responsible for compliance with the RF Fire Safety Rules and Regulations.

7.3. In conformity to the Russian Federal Law No. 69-FZ d.d. 21.12.1994 and the current Fire Safety Rules and Regulations, adopted by EMERCOM of Russia, responsibility for the fire safety at the facilities rented from Expocentre rests:

- with the Event Organizer (either the head of the Organizing company or his Authorized Representative) during the conduct of the Event.
- with the Event Organizer (either the head of the Organizing company or his Authorized Representative) or with the Organizer's building contractor (either the head of the building company or his Authorized Representative) during the build-up and breakdown periods.

The Event Organizer or his building contractor shall submit a copy of the Power of Attorney under which their Authorized Representatives for the Fire Safety at the venue is acting. If such a copy has not been submitted to Expocentre, it is understood that the head of the Organizing company or the head of the building company shall be held responsible for the fire safety at the rented venue.

7.4. Prior to the commencement of works at the rented premises, the Event Organizer shall submit to Expocentre the information about all radioactive, flammable and explosive materials, substances and equipment for taking joint safety measures. It is prohibited to deliver the abovementioned materials, substances and equipment to the Fairgrounds without special permission from Expocentre.

7.5. The fireproof or fire-retardant materials shall be used for dressing the venue. All combustible materials and structures shall be treated with the approved fire-retardant solution. The Event Organizer shall submit the

Fire Safety Certificates for all the materials and equipment to Fire Department No. 160 of the Federal Fire control Service for approval.

- 7.6. Where complex structures of 2 and more levels are to be built, they shall be equipped with the fire alarm sensors. The number and location of sensors are determined by agreement with Fire Department 160 of the Federal Fire Control Service.
- 7.7. During the build-up and breakdown of the Event, all gangways shall be kept unobstructed and clear from packaging and building structures. Packaging shall be removed from the premises immediately after unpacking.
- 7.8. It is prohibited to build ramps and install turnstiles on the evacuation and circulation routes. The gangways shall have the width of not less than 3 m and provide circular routes through the premises.
- All stairs, emergency exits, gangways and corridors shall be kept clear and unobstructed at all times.
- 7.9. Use of electrical and gas appliances for making tea, coffee and cooking is only allowed on sites specially equipped for the purpose with authorization from Fire Department No. 160.
- 7.10. During the Event it is prohibited to use naked flames (torches, candles), arc projectors, fireworks and any pyrotechnics.
- 7.11. Fireproof or fire-retardant cables may be used for the surface wiring where it is not liable to mechanical damage. Where current collector trolleys are used, flexible cables protected from mechanical damage shall be applied. Only approved electrical products (terminal boxes, sockets etc.) shall be used for electrical installation work.
- 7.12. The venue shall be lit with the lamps approved for use in Class P II fire risk facilities. It is prohibited to fit light diffusers made of perspex, polystyrene and other combustible materials to the lamps at the Venue.
- 7.13. Smoking of tobacco and tobacco products inside pavilions during conventions and corporate events is only allowed at the specially allocated places designated as Smoking Area and equipped with fire-resistant garbage cans and emergency fire fighting equipment.
- 7.14. Any other issues arising during the build-up, open and breakdown periods of the Event may be dealt with on the spot by Expocentre and Fire Department No. 160 of the Federal Fire Control Service.

8. Admission to the Venue

- 8.1. Expocentre is responsible for the exterior security of the Fairgrounds, of its buildings and structures, for the observance of the general admission rules at the Control Stations, entrances and gates to Expocentre Fairgrounds.
- 8.2. Delivery and removal of the Event Organizer's property shall be carried out on the basis of the admission passes issued by Expocentre.
- 8.3. The Event Organizer shall settle with Expocentre all issues in relation to the security of the rented venue, the admission to the venue of all persons involved in staging the Event and of the participants in the Event. To be issued with the passes to the venue, the Exhibition Organizer shall submit the Application for Participant and Work Passes (Enclosure No. 2).
- 8.4. Under no circumstances the number of participants admitted to and present at the Event Venue shall exceed the number set out in the Contract. If the number of participants exceeds the number set out in the Contract, Expocentre has the right to suspend the Event and order the participants to leave the premises.

9. Disputes

- 9.1. If any disputes and differences between the parties cannot be settled by negotiations, they shall be submitted:
 - by the Russian Event Organizer to the Arbitration Court for Economic Disputes under the RF Chamber of Commerce and Industry in accordance with its Statute. The decision of the Court is final and binding on both parties.
 - by the foreign Event Organizer to the International Commercial Arbitration Court under the RF Chamber of Commerce and Industry in accordance with its Statute. The decision of the Court is final and binding on both parties.
- 9.2. The Russian Law shall be the governing law.

10. Miscellaneous

- 10.1. The Event Organizer may use Expocentre's logos, signs and other promotional materials, including Expocentre's intellectual property, in the information materials published for the Event (booklets, programmes, invitations) only with permission from Expocentre. Depending on the type of the Event the permission may be issued in writing or may be granted after the signing of the License Agreement by the parties.

10.2. The Event Organizer may advertise within the boundaries of the rented premises.

Advertising outside the rented facilities is only allowed by agreement with Expocentre and at the expense of the Event Organizer.

10.3. Expocentre reserves the right to take photos and to do filming of the venue build-up and ready for the Event. Photography and filming of the venue shall be authorized by the Event Organizer.

10.4. The Event Organizer shall - at Expocentre's request – offer assistance in accrediting Expocentre's press service representatives and authorized representatives to the Event

11. Enclosures

Enclosure No. 1 – The Rental Rates and Rates for Services for Organizers of Events at Expocentre Fairgrounds

Enclosure No. 2 – The Sample Application for Participation and Work Passes for the building contractor's staff.

Enclosure No. 3 – The Statement of Material Damage to Expocentre ZAO.