

## TERMS OF EXHIBITOR RENTAL CONTRACT

- In the event of EXHIBITOR's failure to comply with the above provisions, the EXHIBITOR shall be solely and directly responsible for any damage and loss incurred by EXHIBITOR, employees, third parties and their property. EXHIBITOR agrees to indemnify if T YAP is required to pay any sum in compensation of above violations.
- 4.3.30 In accordance with Law numbered 5727 amending the Law numbered 4207 on the Control and Prevention of the Hazards of Tobacco Products, it is forbidden to smoke tobacco and tobacco products on exhibition premises except outdoor areas specifically designated for smoking. The EXHIBITOR allowing his / her employees or visitors to smoke tobacco products at the allocated stand area will be solely responsible for any administrative fines levied.
- 4.3.31 Pursuant to the Regulations on the Guidelines and Principles for the Sale and Serving of Tobacco Products and Alcoholic Beverages published in the Official Gazette dated 7 January 2011 and numbered 27808, Sardunya Tourism Investments Food Industry and Catering Services Inc. is the exclusive contractor that can sell, offer and serve alcoholic beverages and provide other catering services for receptions, cocktails and other events to be held at the fair area. No other suppliers may be contracted to provide services. The EXHIBITOR is responsible for all legal consequences.
- 5. SERVICE QUALITY CONTROL PRINCIPLES**
- 5.1 T YAP will achieve the quality standards for the areas indicated in the description of services to ensure that the needs of the EXHIBITOR are met fully and on time.
- 5.2 Provided that the EXHIBITOR fulfills all of the obligations specified herein, T YAP undertakes to provide quality assurance for the services it will render.
- 6. FINANCIAL AND LEGAL PRINCIPLES**
- 6.1. Payments shall be made in the same currency as the invoice and by cash, check, debenture bond or credit card. In case of bank transfers, all transfer charges and banking costs shall be paid by Exhibitor.
- 6.2 If the EXHIBITOR unilaterally terminates the rental contract no later than 180 days prior to the opening of the fair, a pre-event services fee that amounts to 30% of the total rental fee will be payable by the EXHIBITOR to T YAP. If the EXHIBITOR unilaterally terminates the rental contract no later than 90 days prior to the opening of the fair, a pre-event services fee that amounts to 60% of the total rental fee will be payable by the EXHIBITOR to T YAP. The EXHIBITOR cannot terminate the contract less than 90 days prior to the opening of the fair. If the EXHIBITOR decides to unilaterally terminate the contract, the EXHIBITOR will be responsible for fulfilling all financial obligations herein. The EXHIBITOR will not be entitled to any reimbursement of prior payments, and will be required to complete all outstanding payments in accordance with the payment plan.

(COMPANY)  
STAMP and SIGNATURE

- 6.3 In case the EXHIBITOR does not fulfill any one of the payment obligations, T YAP can terminate the contract unilaterally with prior notice and can ask for compensation of any accrued loss.
- 6.4 The "Payment Plan" section of the Contract constitutes the EXHIBITOR's obligation for the terms and conditions of payment. The EXHIBITOR must evidence payments via bank receipt, swift copy, transfer order etc.
- 6.5 In case one of the payments has not been realized in time, the following payments will be immediately due and payable. In case of delayed current account payments, the projected interest rate given in the Turkish Trade Code valid for payments of contracts based on EURO/USD will be applied. In case of payments with foreign currency, the purchase exchange rate of the R.T. Central Bank will be applied. Regarding payments with a fix exchange rate, differences in exchange rates will be collected separately.
- 6.6 Stamp tax fee regarding this contract will be paid by the EXHIBITOR and will be paid to T YAP in cash for the relevant period. T YAP will pay this fee within the legal term and deliver the receipt to the EXHIBITOR.
- 6.7 If the event should not take place for any reason, T YAP will refund the EXHIBITOR any sums paid for participation in the event. T YAP's responsibility is limited to this amount.
- 6.8 The Contract makes no representations to the EXHIBITOR with respect to commercial viability.
- 6.9 The EXHIBITOR agrees that photographs and videos taken by T YAP will constitute liquid evidence for proving any matters associated with the Contract.
- 6.10 In case the EXHIBITOR acts against the regulation basis given in this contract, regulation and undertaken obligations, T YAP has the power to terminate this contract with immediate effect and also has the right to close the stand area and / or discharge the exhibitor from the exhibition area.
- 6.11 No verbal instructions not confirmed by T YAP in writing shall have effect.
- 6.12 All disputes, differences or questions between the parties with respect to any matter arising out of or relating to the Contract shall be finally settled by the Courts and Execution Offices of Istanbul.
- 6.13 This Contract consists of four pages, six sections and their subheadings, and a payment plan. Written documents indicating Exhibitor's additional requests and services provided by T YAP constitute inseparable parts of this Contract. We hereby confirm with our authorized signature underneath company title that we have fully read and understood the above.

**By placing the authorized signature below, we confirm that we have been informed about and received the Work Health and Safety Guide.**

(T YAP)  
STAMP and SIGNATURE

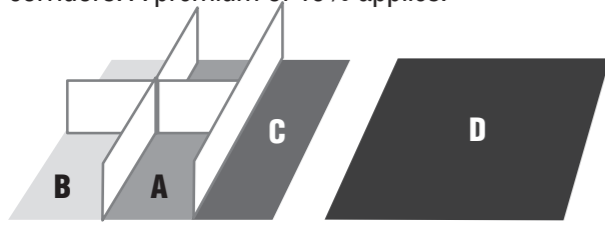
## TERMS OF EXHIBITOR RENTAL CONTRACT

- 1. PARTIES**  
T yap T m Fuarcılık Yapım A.Ş., will be named "T YAP" and the exhibitor who signs this "Exhibitor Rental Contract" and the exhibitor information and payment plan and will be named as the "EXHIBITOR" who will participate at the exhibition.
- 2. PLACE AND TERM**
- 2.1 The place of the fair is T yap Fair and Congress Center. However, T YAP reserves the right to change the place and dates of the event due to circumstances beyond its control, natural disasters and other legally acceptable force majeure situations. T YAP has the right to alter the general layout plans prepared for exhibition spaces.
- 2.2 The Contract will come into force upon signing. The Contract will terminate at the completion date of fair services if the EXHIBITOR has fulfilled the entirety of his / her obligations by the said completion date, or at any subsequent date on which the EXHIBITOR fulfills his / her obligations.
- 2.3 The EXHIBITOR agrees to have released T YAP from all obligations herein at the completion date of fair services.
- 3. DESCRIPTION OF SERVICE**
- 3.1 T YAP will offer the EXHIBITOR the following services in return for the rental fee (unit price per square meter multiplied by square meters leased):
- An allocation of space at the fair area
  - Minimum half page coverage in the official fair catalog
  - Concierge and information services at entrance
  - General security and cleaning services.
- The EXHIBITOR is responsible for stand cleaning.
- 3.2. In return for the online service fee paid by Exhibitor, T YAP shall provide the following:
- Access to online services infrastructure
  - One-year website support (the Exhibitor is shown among participants and a link is provided to Exhibitor website for a full year)
  - Inclusion in the pocket plan
  - 500 online visitor invitations
- 3.3. Any materials in addition to those listed in Article 3.1 that the EXHIBITOR may request in writing from the additional materials list provided by T YAP are given at additional cost and billed separately to the EXHIBITOR.
- 3.4 In order for the EXHIBITOR to enter information in the fair catalog, a user name-password is sent to his / her e-mail address as indicated on the Fair Exhibitor Rental Contract . The EXHIBITOR is responsible to give information on the companies owned and / or represented officially, the identification, the logo, addresses, the product presented and the scope of services provided in the format required accurately and as properly scheduled. The EXHIBITOR will directly and legally be responsible for any loss or harm due to any information not declared until the catalog information form final submission date as stated in the contract the inadequacy and / or accuracy of information declared. The EXHIBITOR will be directly juridically responsible for any harm that may occur according to the usage of the information in the way that the EXHIBITOR declared.

- 4. GUIDELINES FOR RENDERING SERVICE**
- 4.1 IF STAND IS CONSTRUCTED BY THE EXHIBITOR
- 4.1.1 The EXHIBITOR may employ a provider of his/her choice (CONTRACTOR) for constructing and decorating the stand, provided that he / she is solely responsible for the cost and application of such work. The EXHIBITOR is responsible for informing the contractor of all related provisions in the Contract and T YAP reserves the right to prevent the work of contractors who wish to act in violation of such provisions.
- 4.1.2 For raw space provided, T YAP will number the area, mark its corners with paint and deliver it by 9 am 2 days before the opening of the event.
- 4.1.3 The EXHIBITOR is responsible for completing the construction and decoration of his / her stand area by midnight on the day preceding the opening of the event.
- 4.1.4 The EXHIBITOR must submit the construction project of his / her stand to the Technical Office before the deadline indicated in the schedule to obtain approval on height limits, volumes and restrictions. The EXHIBITOR is solely responsible for the static, technical, mechanical and electrical interior furnishings of the stand space. T YAP reserves the right to inspect the project for compliance with infrastructure and superstructure and the technical specifications in the contract and may recommend changes to or reject the project. T YAP reserves the right to immediately intervene in any work that is conducted in violation of the provisions herein or endangers the infrastructure. In the event of a violation by the EXHIBITOR, the EXHIBITOR will be solely responsible for any loss or damage resulting from such intervention by T YAP.
- 4.1.5 The EXHIBITOR and the chosen contractor must comply with general health and safety rules when constructing the stand. Construction may not interfere with the water, power, pressurized air, communication and waste water lines contained beneath the surface of the fairgrounds. Stands may not be nailed or otherwise affixed to walls; no connection may be made to the roof of the venue and nothing may be hung from the roof structure.
- 4.1.6. Fire (hose) cabinet, ventilation openings and emergency exit ways cannot be blocked. The fire (hose) cabinets in the stand cannot be blocked with stand material, it may be hidden with a curtain for visual purposes. In case of failure to comply with the above mentioned, T YAP has the right to intervene immediately, at any stage. In case the EXHIBITOR does not comply with the above mentioned regulation, the EXHIBITOR will be responsible for any damage and loss.
- 4.2 IF STAND IS CONSTRUCTED BY T YAP
- 4.2.1 The EXHIBITOR may request standard stand construction by T YAP for a fee. T YAP will meet this request pursuant to the rental contract.
- 4.2.2 The "standard stand" provided by T YAP has a height of 2.5 meters with aluminum profiles, white wooden paneling and rafters, includes 75W of illumination for every 3 Sqm, and a facing panel on which Exhibitor's name shall be written at T YAP standards (25 characters maximum).

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- 4.2.3. Stand Location Premiums: Stands are categorized as follows according to their shapes and exposure to hallways. A premium may apply to unit price depending on category chosen.
- The Standard Stand (A) faces a hallway on one side only. No premium is applicable.
- Corner Stand (B): Has two sides adjacent to two hallways. A premium of 5% applies.
- Semi-Island Stand (C): Has three sides facing three different corridors. A premium of 7% applies.
- Full Island Stand (D): Has four sides facing four different corridors. A premium of 10% applies.



- 4.2.4. Two-Floor Stand Construction: The height of the stand at the top may not exceed the limitations in Article 4.3.7. Two-floor stands are subject to the same limitations. In case of two-floor stands, EXHIBITOR is required to submit stand layout plans and static calculations to the TUYAP at least 30 days in advance and obtain written clearance from the Technical Office. The erection of a second floor of the stand will not be permitted without clearance. An additional protocol shall be signed following clearance for a two-floor stand. The rental fee for the top floor shall be calculated at 50% of the unit price for the ground floor and billed separately.
- 4.2.5 The EXHIBITOR is required to inform the Technical Office in writing of any requests for standard stands 15 days prior to the opening of the event at the latest. Requests made after this date will be subject to TUYAP's discretion based on factors limiting available resources and materials.
- 4.2.6 The EXHIBITOR is responsible for preparing his / her stand for exhibition by midnight on the day preceding the opening of the event the latest.
- 4.2.7 The EXHIBITOR may not drill holes in or paint the stand floor, boards or aluminum profiles, affix any materials to walls by glue or use any adhesive other than double-sided / non-marking tape. Any damaged materials will be separately billed to the EXHIBITOR.
- 4.3 GENERAL AND TECHNICAL PRINCIPLES
- 4.3.1 The contract is construed and performed pursuant to the laws of the Republic of Turkey and the Fair Regulations of the Union of Chambers and Commodity Exchanges of Turkey (TOBB). In the event that any provision herein is considered invalid, unenforceable or in violation of said laws or regulations at any time, the validity or enforceability of other provisions of the Contract will not be affected whatsoever. The provisions in question will be amended to comply with any law or regulation. In accordance with the Regulations on Organizing Domestic Fairs issued by TOBB on March 31, 2007 and any amendments thereto, the EXHIBITOR agrees and undertakes to refrain from exhibiting any products that are not within the scope of the event and retailing any products at the stand provided.
- 4.3.2 Exhibitor may use the assigned space only to display products that it manufactures or has the right to display

- in accordance with a current distributorship and/or dealership agreement. Exhibitor may not display other products or used products, sublet the exhibition space to others, or transfer to or share the space with others. Failure to do so shall entitle TUYAP to terminate the agreement with immediate effect.
- 4.3.3 The EXHIBITOR is responsible for adhering to the schedule and any work guidelines therein. The EXHIBITOR agrees to be entirely responsible for the consequences of any noncompliance.
- 4.3.4 The EXHIBITOR may make any supplier that it wants carry all the commodities that shall be moved to its stand in a manner where it is responsible for all applications. However, the identity information of the person and/or persons to carry the commodities and the license belonging to the relevant vehicle shall have been registered during entrance to the fair area for security purposes. No entry will be allowed unless such documents are presented.
- 4.3.5 Beginning with the opening of the event, the EXHIBITOR will ensure the presence of a representative at the stand at 08:00 a.m. the latest and will vacate the fairgrounds at the closing of the event. The EXHIBITOR may not keep the allocated stand area unoccupied throughout the fair, create the impression of a vacant stand with the use of tape and similar barriers, disrupt the overall appearance and layout of the fair, and violate the general fair rules.
- 4.3.6 The EXHIBITOR will be given two "exhibitor badges" for the first 10 square meters of stand space and one additional badge for any further 10 square meters. The EXHIBITOR is responsible for informing the Fair Secretariat in advance of how many exhibitor badges they will request.
- 4.3.7 The maximum stand heights allowed by TUYAP are given below. The EXHIBITOR is responsible for adhering to height limits when constructing stands and placing exhibition materials, and complying with height restrictions in passageways between halls.
- 5.5 meters in halls 2,3,5,6,7,12 and 14 except where restricted.
  - 3 meters in hall 1 except where restricted.
  - 4 meters in hall 4 except where restricted.
  - 5 meters in halls 8,9,10,11 and 13 except where restricted.
- 4.3.8 The EXHIBITOR may exhibit any products within the scope of load capacity of the floor, indicated herein below, at the space that is allocated to it in this respect.
- At the hall having the numbers: 1-2-3-4-5-6-7-8-9-10, a maximum load capacity of 20 ton/sqm.
  - At the hall having the numbers: 11-12-13-14, a maximum load capacity of 3 ton/sqm.
- TUYAP has the right to see the technical documents and layout plans of the products within the stand on full and complete basis with regard to the products of the EXHIBITOR. The products exceeding the limits and any other products, about which insufficient and misleading information is given although they exceed the envisaged limits, will not be allowed into the exhibition hall.
- 4.3.9 Harmful and hazardous acts such as cutting unprocessed materials, painting with spray guns and large scale welding jobs beyond stand assembly are prohibited within the fairgrounds.

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- 4.3.10 The EXHIBITOR that has the taller of two adjacent stands must cover the side adjacent to the neighboring stand with a separation material that is compliant to health and safety standards. The exhibitor must not violate the rights of third parties when doing so.
- 4.3.11 The EXHIBITOR may rent additional materials and services from TUYAP at the additional cost. Additional materials must be returned to the relevant TUYAP employee in charge in the same conditions as delivered. Any damage to materials will be billed to the EXHIBITOR.
- 4.3.12 The loading, unloading and handling tasks of the EXHIBITOR at the event area are completed by the approved contractor of TUYAP at additional cost. However, provided that the TUYAP Technical Office is informed and adequate insurance at the EXHIBITOR's cost is obtained, the EXHIBITOR may load, unload and handle stand machinery and materials that the EXHIBITOR will bring to the event area with special vehicles equipped with cranes or loading/unloading systems.
- 4.3.13 The EXHIBITOR is responsible for adhering to the schedule and removing all exhibition materials, stand elements and additional equipment from the fairgrounds at the end of the event. If the EXHIBITOR fails to remove such materials, TUYAP will remove them and bill the EXHIBITOR for any expenses. If materials are thus removed, TUYAP cannot be held responsible for any damage or loss.
- 4.3.14 Waste materials are collected, loaded and removed by TUYAP at an additional cost of EUR 1.75 per square meter, and the cost is billed to Exhibitor separately. Exhibitor shall pay the invoice separately and in immediately available funds. Exhibitors who do not pay this fee shall be required to remove all domestic and industrial wastes from the venue within 12 hours of the closing of the fair. A removal fee of EUR 250 per cubic meter shall be billed to the Exhibitor for any waste left behind. Exhibitor shall pay the invoice separately and in immediately available funds.
- 4.3.15 Visitors may visit the fair only between the visiting dates and hours indicated in the schedule. If the need arises, TUYAP reserves the right to change such dates and hours. Admission to the fair is subject to a fee unless TUYAP decides otherwise.
- 4.3.16 Dispatch or delivery of goods from/to the fairgrounds is prohibited during visiting hours.
- 4.3.17 The EXHIBITOR will be allocated two free parking passes for every 50 square meters of stand area (number of passes is limited to 10). The EXHIBITOR must remove all valuables from vehicles left at the parking lot and take all necessary security measures.
- 4.3.18 The EXHIBITOR will be entitled to general promotion services such as the announcement of the fair and any associated events in the press, the direct notification and invitation of domestic and foreign related parties.
- 4.3.19 The EXHIBITOR is responsible for notifying TUYAP in writing and 30 days in advance of any audio-visual promotion activities they intend to conduct within the fairgrounds. When conducting such activities, the EXHIBITOR must refrain from interfering with the stands and activities of other exhibitors. TUYAP has the right to reject any events that may violate the safety measures of the fair or pose problems to other exhibitors.

- 4.3.20 The volume of any audio used in promotion activities must not exceed 80 decibels within stand limits. Exhibitors violating this limit will be warned by TUYAP employees. If volume is not reduced within five minutes, all power to the stand will be interrupted for two hours. If the EXHIBITOR persists to violate the restriction, all power to the stand will be interrupted for one day. The EXHIBITOR will be solely responsible for the consequences of such power interruption.
- 4.3.21 Depending on the properties of the materials exhibited, the EXHIBITOR may provide his / her own security. The EXHIBITOR wishing to use his / her own security is responsible for notifying TUYAP in writing and three days in advance of its intentions and of the contractor providing security services. TUYAP reserves the right to reject any security service that is below its quality standards.
- 4.3.22 No inflammable, explosive, nuclear, biological or chemical agents that are hazardous to human health or the environment are restricted by law may be brought into the fairgrounds or exhibited. The fuel tanks of any and all vehicles exhibited must be empty throughout the event.
- 4.3.23 Video and photography services will be provided by the official contractor of TUYAP throughout the event. The EXHIBITOR may take photographs of his / her own stand with the approval and supervision of TUYAP.
- 4.3.24 All catering services in the fair halls and meeting rooms will be provided by the approved contractor of TUYAP. Third parties are not permitted.
- 4.3.25 At any stage during the event, TUYAP reserves the right to immediately intervene in any acts in violation of the Contract, the TOBB Regulations and general exhibition rules. The EXHIBITOR will be responsible for any damages arising out of any such intervention by TUYAP upon the violation of these provisions by the EXHIBITOR.
- 4.3.26 The EXHIBITOR is directly responsible for any damage inflicted on third parties.
- 4.3.27 Insurance: During hours and places where the fair is open for visit, in return for any potential damage that may be caused by the visitor to 3rd parties in areas that are outside the stand limits of the exhibitor himself, the EXHIBITOR pays TUYAP compulsory 3rd party financial liability insurance share.
- 4.3.28 Insurance: EXHIBITOR; In return of any damage to be effective on the 3rd parties, outside field of its own stand border lines, during the exhibition opening hours and places, mandatory 3rd party liability insurance due to Participant Rental Contract shall be paid to TUYAP over the 1,6 % of the participation fee, maximum 100 Euro.
- 4.3.29 The EXHIBITOR is responsible for performing and having any subcontractors perform all acts within the fairgrounds in accordance with the Work Health and Safety Law numbered 6331, associated Regulations and the guidelines to be provided by TUYAP, and for taking all safety and security precautions as required. TUYAP shall be entitled to intervene, at any stage, in any act that is in violation of the Work Health and Safety Law numbered 6331 or the general terms and conditions for venue use, and to prevent such act from being performed. The EXHIBITOR shall be solely responsible for damage and loss that may occur as a result of intervention by TUYAP due to such breaches.