

Carbon TradeEx America

September 28 – 29, 2010

Lakeside Center – McCormick Place

Chicago, IL

www.carbontradeexamerica.com



SPACE APPLICATION

Form 1.0

1.0 Main Exhibitor

Name of Company:

Address 1:

Address 2:

City/ State / Postal Code:

Country:

Company Web Address:

1.2 Contact Information

Main Contact Person (Authorized Agent):

Job Title:

Telephone:

Fax:

Email:

Exhibit Contact Person:

Job Title:

Telephone:

Fax:

Email:

1.3 Company Profile

We are a/an: (please tick appropriate box)

- Manufacturer
- Service Provider
- Government Agency
- Technology Developer
- Project Developer
- Aid Institution
- Association

2.0 Invoice address: For the invoice to be sent to another address other than the address provided under "Main Exhibitor",

Name of Company:

Contact Person:

Address 1:

Address 2:

City/ State / Zip Code:

Country:

3.0 Booth Package: For a detailed description of the presentation packages, please refer to the sales supplement. (please tick appropriate box)

Early bird (EB) rates expire May 29, 2010.

Full Price (FP) rates start May 30, 2010.

CMIA Member discount available, call today for more information.

Booth Package

- 5 Star:** EB \$35,000 / FP \$ 42,000
- 4 Star:** EB \$25,500 / FP \$32,500
- 3 Star:** EB \$15,000 / FP\$ 20,000
- 2 Star:** EB \$8,500 / FP\$ 9,500
- 1 Star:** EB \$6,500 / FP\$ 7,500
- Exhibit Only:** EB \$4,000 / FP\$ 5,000
- Additional space:** \$18.99 per square foot

$$\underline{\hspace{2cm}} + \underline{\hspace{2cm}} = \underline{\hspace{2cm}}$$

Package + Additional space = total due

Payment Information:

- √ 50% of the total exhibit and exhibit related cost due with this application.
 - √ Remaining balance plus additionally ordered equipment or services are due 90 days prior to show opening.
 - √ Check or money order payment(s) must be made in US\$ and are payable to Koelnmesse, Inc. Chicago office. Wire transfers are accepted with an additional \$10 fee. Please contact us for details.
- This space application is not complete without your catalog listing form (form 3.0).

In returning this space application the exhibitor agrees to abide to all points of the enclosed Conditions of Participation.

X

Name, title, date, and signature of authorized agent



List of Products

Form 2.0

Main Exhibitor:

Please tick appropriate box

1. GENERAL

- 1.1 Association
- 1.2 Accessories for landfill / methane gas utilization
- 1.3 Air pollution control, equipment and accessories
- 1.4 Biological processes
- 1.5 Condensation processes
- 1.6 End of pipe solutions in chemical industry
- 1.7 Energy efficiency and industrial processes
- 1.8 Media outlet
- 1.9 NGO
- 1.10 Operating Agents
- 1.11 Other energy efficiency
- 1.12 Separation of solid and liquid materials
- 1.13 Separation of gaseous materials
- 1.14 Thermal processes
- 1.15 Other

2. HEAT AND POWER GENERATION

- 2.1 Block Thermal Power Stations
- 2.2 Combined Heat Power
- 2.3 Gas fired power plant
- 2.4 Retrofitting
- 2.5 Oil fired power plants
- 2.6 Coal fired power plants
- 2.7 Fuel cells
- 2.8 Geothermal Energy
- 2.9 Solar Energy
- 2.10 Wind Energy
- 2.11 Hydro Power
- 2.12 Other renewable Energy
- 2.13 Biomass
- 2.14 Landfill / methane gas capture and combustion
- 2.15 Heat pumps
- 2.16 Off-Grid Energy Supply
- 2.17 Other

3. CDM-SECTORAL SCOPES

- 3.1 Afforestation and Reforestation
- 3.2 Agriculture
- 3.3 Construction
- 3.4 Fugitive emissions from fuels (solid, oil, gas)
- 3.5 Fugitive emissions from production and consumption of halocarbons and sulphur hexafluoride
- 3.6 Energy industries (renewable/non-renewable sources)
- 3.7 Energy Distribution
- 3.8 Energy Demand
- 3.9 Mining and Mineral production
- 3.10 Methal Production
- 3.11 Solvent used
- 3.12 Transport
- 3.13 Waste handling and disposal
- 3.14 Other

4. SERVICES

- 4.1 Technology provider
- 4.2 Accounting / auditing firm
- 4.3 Financial Service provider
- 4.4 Bilateral Aid Agency
- 4.5 Broker / Brokering Service
- 4.6 Business consultant
- 4.7 Carbon market consultant
- 4.8 Government Agency
- 4.9 Government
- 4.10 GHG Emitting Industry covered by GHG reduction obligation
- 4.11 GHG Emitting Industry not covered by GHG reduction obligation
- 4.12 Insurance Company
- 4.13 Investment-promotion agency
- 4.14 Law firm
- 4.15 NGO
- 4.16 IGO
- 4.17 Research / University
- 4.18 Project Developer
- 4.19 Legal firm
- 4.20 Specialist publication
- 4.21 Specialist Medium
- 4.22 Validator / Verifier / Certifier
- 4.23 Treatment / Disposal
- 4.24 Multilateral Aid Agency
- 4.25 Measurements and analysis: air
- 4.26 Energy Exchanges
- 4.27 Energy Trading Company
- 4.28 GHG Market Trading Platform
- 4.29 Facility Management
- 4.30 Waste Management
- 4.31 Asset Management
- 4.32 Brokering
- 4.33 Other

5. GHG Technology

- 5.1 CCS infrastructure and system integration
- 5.2 CO2 capture technology
- 5.3 CO2 storage
- 5.4 Energy conservation
- 5.5 Emissions-data-management
- 5.6 Energy Information Systems
- 5.7 Emissions Management Software
- 5.8 Emissions Trading Software
- 5.9 Enterprise Carbon Accounting Software
- 5.10 Energy Efficiency
- 5.11 Energy Monitoring
- 5.12 Energy Storage
- 5.13 GHG Monitoring
- 5.14 GHG Reporting Software
- 5.15 Measuring instruments
- 5.16 Power Transmission
- 5.17 SMART GRID

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Basic Catalogue Entry

Form 3.0

Basic Catalogue Entry (free-of-charge):

Enter Company

In alphabetical order:

Company Name: _____

Address: _____

City/ State / Postal Code: _____

Country: _____ Website: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____
(Country code - Area code - Number) *(Country code - Area code - Number)*

Email: _____

- Please contact me; I am interested in purchasing additional advertisements in the printed show guide.**
- I would like to learn how I can find new ways to leverage my brand during the Carbon TradeEx events.**

Short company profile and/or product description *(free-of-charge) ~ Limited to max. 50 words*
(Platinum sponsors receive a maximum of 200 words and Gold sponsors receive a maximum of 100 words)

Please contact Darrin Stern at 773-326-9925 or d.stern@koelnmessenaftha.com for additional information, catalogue advertisements and additional listing requests.

In returning this basic catalogue entry form the exhibitor agrees to abide to all points of the enclosed Conditions of Participation.

Logo submission

Technical requirements for logos:

Please email your company logo to Darrin Stern at d.stern@koelnmessenaftha.com in the following:

- EPS
- Gif *(rgb format; max 200bk; 150x150 pixels)*

Name, title, date, and signature of authorized agent



Co-Exhibitor Application

Form 4.0

Exhibitor who signed Space Application Form: _____

The participation fee is \$545.00 for each co-exhibitor and will be invoiced to the main exhibitor. The co-exhibitor will receive its own basic directory listing.

In accordance with Item V of the General Conditions of Participation, we hereby register the following co-exhibitors / additionally represented companies at our stand:

1) Company Name: _____ Enter Company
In alphabetical order:

Address#1: _____

Address#2: _____

City / State / Postal Code: _____ Country: _____

Contact Name: _____

Telephone: _____ Fax: _____
(Country code - Area code - Number) (Country code - Area code - Number)

Email: _____ Website: _____

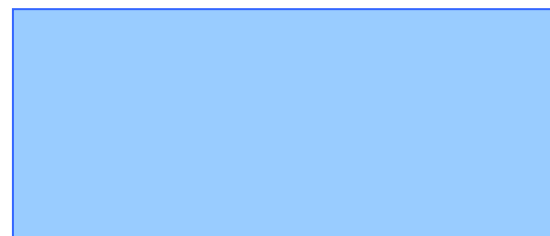
The company is a/an:

- Manufacturer Service Provider Government Agency Technology Developer
- Project Developer Aid Institution Association

The company is represented with:

- own products own staff own company logo

In returning this space application the exhibitor agrees to abide to all points of the enclosed Conditions of Participation.



Name, title, date, and signature of authorized agent of the main exhibitor

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Special Conditions of Participation

1 The fair, The organizers

(a) Carbon TradeEx America 2010 is being organized by:

Koelnmesse GmbH,
Messeplatz 1,
50679 Köln, Germany
and
Koelnmesse, Inc.
8700 W Bryn Mawr Avenue
Suite 640N
Chicago, Illinois 60631
USA

- hereinafter referred to as the organizer.

2 Eligibility to participate

Carbon TradeEx America 2010, a trade fair and conference for emissions trading and all related products and services, is intended to provide an overview of the relevant products and services offered by the companies in the sector. In accordance with this aim, companies from the following sectors will be permitted to exhibit:

- Energy and Emissions Trading
- Environmental Markets
- Project Development
- Commodity Risk Management
- Environmental Compliance
- Carbon Market Consultants and Advisors
- Financial Intermediaries
- Accounting and Auditing Firms
- Technology Providers
- Law Firms
- Brokerage Firms
- Verifiers / Certifiers and Validators
- Bilateral / Multilateral Aid Agencies
- Investment Promotion Agencies
- Regulatory Bodies
- Power and Electricity
- Oil and Gas
- Pulp and Paper
- Cement
- Transport
- Mining and Metallurgy
- Heat and Steam Generation
- Steel and Aluminum
- Building Materials
- Chemicals
- Waste Disposal and Recycling
- Airline
- Industry Associations
- Government Representatives and Government Agencies

The decision on whether a registering company is admitted to the fair is made by Koelnmesse, Inc. This decision is made at their complete discretion and particularly takes the availability of space into account. Hall layout planning will start: **March 1, 2010**. The number of 5 Star and 4 Star Presentation Packages is limited. Should demand for these packages exceed the number available, the organizers will select the recipients according to international outlook, degree of expertise in emissions trading and sector category. Exhibitors have no legal claim to receive any sponsorship package. Decisions on company admissions, goods to be exhibited and the location of exhibitor booths at Carbon TradeEx America will be made by the organizers.

3 Participation fees

Your participation will entail the following fees:

(a) Presentation Package Fee

The participation fee is calculated according to the Presentation Package and associated services chosen. Details of the Five Presentation Packages are available in the description of the presentation packages under sales supplement.

The stand costs for the standard shell scheme construction

include the rent for the exhibition space for the entire duration of the event including the build up and dismantling periods, a specific number of exhibitor and work badges, the use of all general technical and service facilities in the fair halls like lighting, ventilation, air conditioning, electrical consumption, general surveillance of the halls and cleaning of the aisles; consulting on organizational matters by Koelnmesse, Inc. employees, catalogue entry according to Item 6.

The stand costs do not include the installation and use of compressed air, and the installation of water connections on the stand.

General setting up and dismantling of the stand, incl. all additional costs consisting of:

- Cleaning of the booth areas
- Laying carpet over the entire booth area
- Booth partition drape (rear & side walls) as per stand space
- Fascia Board with Company Name
- Booth furniture per booth: as specified in sales supplement

(b) Co-exhibitor fee

As far as accommodation of other firms will be permitted on the stand (see figure V of the General Conditions of Participation), **\$545.00 USD** will be charged for each co-exhibitor. This includes the catalogue entry according to item 7 below. Any and all costs incurred by the co-exhibitor or services additionally ordered shall be payable separately.

4 Fitting and arrangement of the stands

(a) Please take into account that where necessary hall pillars and other permanent construction features are contained in the rented stand spaces, the participation fee is calculated on the basis of the exact measurements of the stand space allocated.

(b) Stand construction will only then commence if the exhibitor orders stand construction.

(c) **Any planned structure** must be approved in advance by the organizers and the hall proprietor in writing. The stand must be constructed to comply with the dimension of the space allocated. Plans for non-standard structures or designs for stands with meeting rooms or where technical calculations are required, as well as plans for technical fittings should be submitted to the organizer and the hall contractor in duplicate for perusal not later than 6 weeks prior to the beginning of the event. In the event of these plans having to be scrutinized by the hall contractor, the organizer shall assume responsibility for forwarding them as commissioned by and for the account of the exhibitor and shall notify the exhibitor of the outcome. The organizer will not release the exhibition space in question for construction work until the results of the inspection have been received. Any other fitting and arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibiting company's name must be clearly visible on each stand. Each exhibitor will receive a stand sign with number of the booth according to the stand confirmation. The stand sign has to be clearly visible during all exhibition hours.

(d) **Union Labor**, Exhibitor shall employ only union labor, as made available by official contractors in the installation and dismantling of its exhibit, and in its operation when required by union agreements. An exhibitor planning to build special display shall employ union display companies in their fabrication, carpentry and electrical work in such display which must bear A.F.L.-C.I.O. union labels.

(e) **Electrical Safety**, all wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the deal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

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(f) **Safety and Fire Laws**, all applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. Cloth decoration must be flameproof. Wiring must comply with local Fire Department and Underwrites' Rules. Smoking in exhibits is forbidden. Crowding will be restricted and aisles and fire exits must not be blocked by exhibits. No decoration of paper, pine boughs, leafy decorations or tree branches is allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.

(g) **Performance of Music**, the Exhibitor acknowledges that any live or recorded performance of music by or on behalf of the Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. The Exhibitor warrants to the Organizer that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless the Organizer from any damages or expenses incurred by the Organizer due to the Exhibitor's use or authorization of use of such music.

5 Cancellation

All cancellations must be made in writing. Koelnmesse Inc. will assess the following cancellation fees:

- Cancellation **on/before 270 days prior to first show date** will incur a **30%** fee of total exhibit costs;
- Cancellation **between 269-180 days prior to first show date** will incur a **50%** fee of total exhibit costs;
- Cancellation **less than 180 days prior to first show date** will incur a **100%** fee of total exhibit costs.

6 Exhibitors Pass and Passes for stand construction staff

(a) As an exhibitor you will receive....

- two passes for exhibit only package
- six passes for a 1 Star sponsorship package
- two passes for a 2 Star presentation package
- three passes for a 3 Star presentation package
- four passes for a 4 Star presentation package
- five passes for a 5 Star presentation package

Used exhibitor passes, i.e. those with the names of stand personnel printed on them, may be exchanged once for new cards free of charge in case the stand personnel will be replaced during the exhibition. The new cards can be obtained at the exhibitors' service office. You can order additional passes with the correct order form in the Exhibitor Manual.

(b) You will also receive free passes to enable the company personnel to enter the trade fair complex for the purpose of constructing and dismantling the stand. These cards are only valid up to the beginning and after the end of the exhibition. They do not entitle the holder to enter the complex during the exhibition. Exhibitors can order these passes with the correct order form in the Exhibitor Manual.

7 Catalogue

The organizer issues for their fairs and exhibitions a catalogue which includes an alphabetical list of firms, a list of goods and advertisements. This makes the catalogue an important and up-to-date source of reference for all interested persons and also provides added value after the fair. The space application includes free entry in the Trade Fair Directory, including name and address of exhibitor, executive, telephone and fax. The reproduction of logos and texts as well as advertisements are offered separately and are subject to an extra charge. All entries in the catalogue must be submitted to the organizer or to the company commissioned by the organizer 6 weeks prior to the first day of the event. The organizer of the fair reserves the right to commission a third company with the production of the catalogue. The organizer does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing. The advertiser shall be responsible for the subject matter of advertisements and entries and for any omission or mistake resulting from them.

8 Verbal agreements

Any verbal agreements, individual permissions and exceptions outside the framework of this contract are not valid until confirmed in writing by the organizer.

9 Exhibitor Service Manual

After signing the Space Application Form and the formal admission of the exhibitor by the organizer, the exhibitor will receive the Exhibitor Service Manual. In this manual the exhibitor can order the different free-of-charge and chargeable services (such as e.g. additional furniture, additional stand cleaning, etc.) that the organizer offers. The Exhibitor Service Manual will also include technical regulations for the facility where each event will be held. Each exhibitor will have to comply with the venue specific regulations regarding their participation.

10 General Conditions of Participation

We would like to draw your attention to the provisions contained in the General Section of the Conditions of Participation for Koelnmesse, Inc. events held outside of the Federal Republic of Germany.

11 Intellectual Property. Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from Exhibitor's or Exhibitor's agents' or employees' use of any music, written material, dramatic rights, inventions, devices or similar items in connection with Exhibitor's participation in the show, which items are the subject of any copyright, trademark, tradename, patent, franchise or other contractual or statutory protection. Exhibitor represents and warrants that it owns all rights, title and interest in and to the intellectual property it uses in connection with Exhibitor's participation in the show. Exhibitor agrees to indemnify, defend and hold harmless Koelnmesse, Inc. and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such use.



General Conditions of Participation

I. Application

1 By signing and returning the registration form, these General Conditions of Participation shall – together with the Special Conditions of Participation – be acknowledged as legally binding. The information and data being provided by the exhibitor will be electronically saved by the organizer but always observing the regulations stipulated under the Federal Data Protection Law of the Federal Republic of Germany and such information will be transmitted or disclosed to third parties only to fulfill contractual duties.

2 The regulations stipulated in the Special Conditions of Participation shall prevail over the regulations stipulated in these General Conditions of Participation should there be a conflict between the regulations stipulated in the Special Conditions of Participation and the regulations stipulated in these General Conditions of Participation. The Convention Centers General Rules and Regulations, the technical specifications and the regulations stipulated in the Special Conditions of Participation also constitute part of the contract.

3 The application shall constitute a legally binding offer of the exhibitor to conclude a contract from the date the organizer receives the application, irrespective of acceptance; the application cannot be appended with conditions or reservations.

II. Acceptance / Transfer of Stand Space / Contractual Obligation

1 The organizer may accept the application in accordance with the Conditions of Participation, which apply to all participants (acceptance).

2 The acceptance is subject to the organizers' discretion. If the number of application forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition space, the organizer shall have the right to make a discretionary decision regarding the admission of applicants to the exhibition.

3 The exhibitor may be disqualified from admission to the exhibition, if the exhibitor failed in the past to fulfill his financial obligations vis-à-vis the organizer at any time, or if he failed to fulfill such financial obligations within the prescribed period of time.

4 The legally binding contract shall be concluded upon written notification of acceptance. Should the content of the acceptance differ from that of the application (registration), the contract shall be concluded under the terms of the acceptance – even if the acceptance differs from the application – unless the applicant objects in writing within 10 business days after receipt of the acceptance. At the beginning of the period, the organizer has to particularly point the exhibitor to the right to object and the consequences of the non-objection in writing. The same shall apply, if it is necessary to postpone the event or to transfer the venue of the event, provided that the change can be regarded to be reasonable; in this case, the corresponding notification of change from the organizer shall supersede the admission.

5 The acceptance only applies to the respective event, the company or corporation applying, its products and services. Products, which do not conform to the list of permitted goods, must not be exhibited at the trade fair.

6 The organizer allocates stand space in accordance with the exhibits being registered to belong to a certain topic or theme within the exhibition.

7 There is no legal entitlement for the allocation of stand space in a certain hall or in a certain hall area. If deemed necessary by the organizer, the organizer is entitled to subsequently allocate the stand space other than stated in the acceptance, to change the size and dimensions of the stand space, to relocate or close entrances or exits from and to the stand and to undertake structural changes in the exhibition halls without legal claims against the organizer, provided there is substantial cause for doing so. In the event of a reduction in stand space size, the exhibitor will be credited with the prorated difference arising from the correspondingly lower space cost. The exhibitor will be notified without undue delay, if the stand space becomes unavailable due to reasons, which are beyond the organizer's control. In this case, the exhibitor will be entitled to a reimbursement of the participation fee. Any further claims for damages, exceeding the aforementioned reimbursement, shall be expressly excluded.

8 Any complaints by the exhibitor must be submitted in writing without undue delay but at the latest while the event is in progress; the organizer cannot consider complaints at a later date.

9 Furthermore, the organizer shall have the right to rescind the contract for a substantial cause. Such a substantial cause shall be constituted, in particular, if an admissible application for opening insolvency proceedings against the exhibitor's assets has been made or such an application has been dismissed due to lack of funds. The exhibitor must inform the organizer of such circumstances without undue delay.

10 The organizer is entitled to rescind the contract, if the event utilization falls below 50 % of the rental stand space. In this case the organizer is not liable for any damages or losses but has to refund fees or down payments already on deposit.

11 After the binding registration and the consequent acceptance, release from the contractual relationship is not permissible without the organizers' consent.

12 The organizer may agree to the request for release from the contract only in exceptional cases, e.g. if the stand space in question can be rented to another exhibitor. In this case, the organizer is entitled to demand liquidated damages in the amount of 25 % of the participation fee without providing any proof. The exhibitor shall have the right to prove that a damage or loss has not been incurred or that the quantum of damage or loss incurred is considerably less. In addition to the liquidated damages, the exhibitor is liable for catalogue fees and other costs and expenses, which in particular, have been incurred as a result of a claim by a third party. The occupancy of stand space by an already accepted and allotted participant by means of a stand exchange does not constitute a mitigating form of stand area rental.

13 Should the exhibitor fail to assume the stand space allotted to him at the beginning of the construction period, the organizer will demand the exhibitor to assume the stand space by setting a reasonable timeframe.

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14 Should the timeframe set in accordance with II 13 expire, the organizer shall have the right to rescind the contract and to assert a claim for damages due to non-performance.

15 The following cases will fall solely within the exhibitor's scope of risk:

- a) the products, which have been stipulated for the presentation, cannot be introduced at the venue of the event due to legal requirements prevailing there or due to other reasons, or
- b) such products do not arrive in time, do not arrive undamaged or do not arrive at the venue of the event at all – e.g. as a result of any loss, delay in transport or customs, etc. – or
- c) the journey, the journey of the exhibitor's employees or the exhibitor's stand or installation personnel is delayed or becomes impossible. The exhibitor will in all these cases remain under the obligation to pay all the contractual charges and fees agreed upon.

16 After the exhibition has ended the exhibitor is obliged to leave and return the allotted stand space in the same condition as when the exhibitor took over the stand space. The timeframe in which the exhibitor has to leave shall be determined by the organizer in the Special Conditions of Participation. Should the exhibitor fail to comply with this obligation to vacate in time, the organizer is entitled to remove the exhibitor's belongings from the exhibition facilities at the exhibitor's expense. Furthermore the organizer shall have the right to sell the exhibitor's belongings and to set off claims against him.

III. Construction and Arrangement of Stands

1 All stand constructions and stand designs must comply with statutory safety regulations, and comply with the specified requirements stipulated in the Special Conditions of Participation.

2 All stand construction service providers must have a special permit from the organizer in order to construct the trade fair stands in the exhibition halls. Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., may be ordered exclusively through Koelnmesse, Inc. by means of special order forms and against a separate charge, which shall be in accordance with the usual charges at market price at the Convention Center.

3 For the duration of the event the stands must display the exhibits and be staffed by personnel as stated in the acceptance.

4 Koelnmesse, Inc. is entitled to demand the removal of exhibits from the stand, which could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk due to their odor, noise, other emissions or appearance. Furthermore, the exhibitor will be responsible for ensuring compliance with all statutory provisions of the host country. In case of non-compliance, Koelnmesse, Inc. shall also have the right to demand the removal of exhibited articles or the forbearance of a certain activity. Should the exhibitor fail to comply with this demand without undue delay, the organizer is entitled to have the exhibits in question removed at the exhibitor's expense and risk and to close the exhibitor's stand, without any claims for loss or damages against the organizer.

5 The exhibitor is obliged to co-ordinate the construction and design measures for his stand with Koelnmesse, Inc. in advance. Koelnmesse, Inc. has to notify the exhibitor about any requested amendments or alterations as early as possible. Furthermore, the exhibitor is obliged to inquire about the relevant statutory regulations, laws etc. or building regulations on his own initiative. Should the exhibitor violate those regulations, the organizer is entitled to vacate or alter the stand on the exhibitor's expense. The organizer does not assume liability for any information provided by him.

IV. Participation Fee and Other Costs / Terms of Payment

1 The amount of the participation fee, the down payment as well as the flat-rate cost of energy will be calculated according to the rates specified in the Special Conditions for Participation. The invoicing amount will be calculated on the basis of the total stand floor space as allocated and will not exclude any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings.

2 After the exhibitor's admission, the exhibitor will receive an invoice for the participation fee and other costs and possibly a registration fee invoice. The invoice less the down payment must be paid not later than 12 weeks before the commencement date of the event. The aforesaid invoice amount is to be paid in full without any deductions. Invoices issued less than 10 weeks prior to the commencement date are due immediately.

3 The organizer is entitled to request a down payment whereas the due day of such down payment is stipulated in the Special Conditions of Participation or the down payment invoice. The rates contractually agreed upon (in the acceptance) are net fixed rates plus legally applicable taxes.

4 The organizer shall have the right to increase the rates by the amount of the corresponding cost increment in the event of any increase in its own prime cost, particularly as a result of higher production, purchasing and labor costs as well as higher fees, taxes and other fiscal charges imposed at the venue of the event. Should the increment exceed 10 % of the rates being published by Koelnmesse, Inc. in the application forms Koelnmesse, Inc. grants the exhibitor the right to terminate the contract within 10 working days from the date of the receipt of such an increment notice.

5 The payment of all invoices on or before the due date shall be a prerequisite for the occupation of the stand space.

6 Failure to make payment in full on a timely basis will result in interest charges amounting to 6% per annum. Should the damages incurred by the organizer exceed this interest amount, he shall be entitled to these additional damages. The claim for compensation will cease or be reduced, if the exhibitor may prove that the organizer has incurred substantially less or no damage as a result of the payment default.

7 Should settlement of the invoice not be effected within the deadline (due date), the organizer is entitled to terminate the contract.

8 As a security for all claims the organizer might have against the exhibitor, the organizer has a pledge on all movable objects belonging to the exhibitor on the stand area.

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9 Any services that the organizer has provided will be invoiced in USD. The exhibitor is obliged to pay the amount and currency stipulated on the invoice ("billing currency"). Should the organizer, as a courtesy, accept settlement of the invoice in a currency other than the billing currency, such payment must be calculated based on the conversion on the official buying rate of the billing currency on the date of payment. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are at the exhibitor's expense.

10 Any complaints relating to the invoice must be made in writing, without undue delay, at the latest 2 weeks after receipt; complaints submitted at a later date cannot be considered.

11 Any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings in the stand space do not entitle the respective exhibitor to any reduction in the participation or other costs.

12 The organizer shall also be entitled to the payment of the full amount, should the exhibitor fail to fulfill any of his contractual obligations. Should the organizer fail to fully or partially fulfill his contractual obligation, the exhibitor is entitled to a proportional reimbursement of any payments already made by the exhibitor. No other claims for damages will be allowed.

13 In the event of counter claims being made against those claims arising from the contract, the exhibitor may only set off or assert his right of retention in as far as these claims are undisputed or have been awarded by an enforceable judgment.

14 Should an invoice upon request of the exhibitor be sent to a third party, this does not constitute any waiver of claims or obligations of the exhibitor. The latter remains obliged to pay until such time as the account receivable has been settled in full.

15 All payments due to the organizer must be made in full without deductions. All bank charges, currency exchange fees etc. shall be borne by the exhibitor or debtor.

V. Co-exhibitors, Additional, Group and Joint Stands

1 Stand spaces shall be rented out only as a whole unit and only to one contracting party. The exhibitor is not permitted to relocate, exchange, share, or in any other way make the stand space allocated to him completely or partially accessible to third parties, without the prior consent of the organizer.

2 Use of the stand area by another company with its own products and own staff (co-exhibitor) requires a special application for admission and the consequent approval by the organizer. This also applies to companies for which one of the requirements mentioned (own products or own staff) is not fulfilled (additionally represented company). Companies, which are members of a corporate group as well as subsidiaries, are considered to be co-exhibitors. The organizer reserves the right to demand an additional participation charge and other costs for the admission of co-exhibitors/ additionally represented companies. Such charges and costs will be invoiced to the exhibitor.

3 Co-exhibitors and additionally represented companies are accepted only under the conditions stipulated in section II of these General Conditions of Participation; these Co-exhibitors and additionally represented companies are equally subject to the Conditions of Participation as they apply to exhibitors.

4 Should an exhibitor accommodate a co-exhibitor or an additionally represented company without the express permission of the organizer, this shall entitle the organizer to immediate termination of the entire contract and to have the stand space vacated at the exhibitor's risk and expense.

5 After the acceptance has been received, the contractual relationship remains exclusively between the organizer and the exhibitor, who is liable for his and the co-exhibitor's and the additionally represented company's non-performance, breach of contract etc.

6 Should several exhibitors wish to participate at the event together on one stand, the General and Special Conditions of Participation are binding for each exhibitor. In addition, they are obliged to name a contact person in their application, jointly appointed as an authorized representative. Moreover the conditions stated in section IV apply analogously. In the event of permitted joint use of the stand space, all exhibitors are liable to the organizers for payment of the participation and other costs and the fulfillment of other obligations – regardless on which legal grounds – as co-debtors.

VI. Domestic Authority

1 The organizer has the right to establish rules of the house for every event. These rules come into force after their publication at the place of the event. The rules and regulations of the Convention Center become part of the contract. There is no obligation to hand out these rules of the house to each exhibitor and the exhibitors have to inform themselves about the content of the rules of the house.

2 The organizer shall exercise domestic authority throughout the exhibition area. The organizer is entitled to have exhibits removed from stands if their display contravenes statutory laws, is offensive or do not comply with the list of permitted goods.

3 The promotion of political and ideological contents is prohibited. In the event of serious offences against these Conditions of Participation, the organizer is entitled to close the stand or have it vacated.

VII. Warranty / Liability / Insurance

1 The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects, which are the property of the stand personnel. Any liability for damages and losses is expressly excluded, if it is possible to underwrite the risks. This does not affect the liability incurred by willful acts or grossly negligent misconduct. This exclusion of liability is not affected by security measures of the organizer.

2 Within the scope of liability, the statutory regulations concerning the burden of proof shall continue to apply; they will not be affected by this clause except in cases concerning liquidated damages.

3 It is recommended to conclude an exhibition insurance policy, which can be obtained via the Exhibitor Service Manual. In addition the exhibitor may order special security measures by applying so with the corresponding form in the Exhibitor Service Manual.

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4 The exhibitor is liable to the organizer for any damage inflicted on the organizer, provided that such damage is attributable to the exhibitor's culpable (willful action or negligence) action or the culpable action of the exhibitor's personnel, the exhibitor's employees or any third party which the exhibitor has appointed or any other third parties, whose services the exhibitor is using for the purpose of fulfilling his obligations.

5 Instead of proving the quantum of an incurred damage, the organizer shall be entitled to demand liquidated damages in the amount of 25 % of the participation fee (including rent and additional services) without providing any proof. However, in this case the exhibitor shall have the right to prove that a damage or loss has not been incurred or that the quantum of the damage or loss incurred is less than the liquidated damage. The organizer may choose to claim damages exceeding the amount of 25 % of the participation fee if the organizer can prove such higher damage.

6 The exhibitor is obliged to strictly comply with the Technical Guidelines, which will be handed over to the exhibitor by Koelnmesse, Inc. or its assigned contractor, as well as with the information from Koelnmesse, Inc.'s circular letters with regard to questions on the preparation and implementation of the event. The exhibitor is furthermore obliged to inform himself about legal requirements and necessary permits and to obtain the same.

7 The organizer may request from the exhibitor to obtain an insurance to cover certain risks, which have been specifically addressed to the exhibitor.

8 In the event of any claims regarding fatal injuries, bodily or health injuries, the organizer shall be liable for damages caused intentionally or by gross negligence in accordance with statutory obligations. Other contractual and/or legal damage claims of any type, including damage claims for indirect or consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organizer.

9 The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organizer for the performance of the contract. However, all claims shall be restricted to the payment of typical, foreseeable damages. Furthermore, the organizer shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall include only those contractual obligations, which are indispensable to the execution of the contract. This applies to all claims, which could arise as a result of, and in connection with, this contract. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone, shorten or extend the event as the result of a force majeure, or for other reasons beyond his control, the exhibitor is not entitled to any claims, in particular, not to claims for damages or losses against the organizer.

10 The responsibility of Koelnmesse, Inc. is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation. If a contract provides for the procurement of certain items, the organizer does not assume the risk of procurement, unless expressly agreed otherwise in individual cases.

11 The warranty period for deliveries of new items is 1 year if there is no shorter statutory warranty period applicable. For second hand articles, any liability based on warranty is excluded. There is no warranty or liability for normal wear and tear, force majeure, faulty or negligent handling, excessive demands or failure to comply with statutory provisions or operating instructions.

12 The exhibitor shall be liable and bear the risk for all damages incurred during transportation to and from the exhibition venue including all damages incurred during transportation within the exhibition building.

VIII. Period of Limitation

Any claims of the exhibitor, which may be asserted against the organizer and which may arise from the contractual relationship, as well as all other claims relating thereto, shall become time-barred after one year, unless a shorter statutory limitation period applies or the liability of the organizer results from an intentional action. The longer statutory limitation period for tortuous claims, fraudulent intent and culpable impossibility of performance shall remain unaffected. The limitation period shall commence at the close of the month, in which the closing date of the event falls.

IX. Reservations / Final Provisions

1 The exhibitor is solely responsible for compliance with all the laws, guidelines, and other regulations being applicable at the place of venue of the event, even if the contents of the organizer's conditions for participation deviate from such regulations. The exhibitor must inquire about the relevant regulations prevailing at the venue of the event promptly and comprehensively, and thereby obtain the required information. Koelnmesse, Inc. will not assume any liability for damages and other losses, which might result from any non-compliance with this obligation.

2 Koelnmesse, Inc. shall have the right to postpone, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, as well as individually or collectively, if such an action is required due to unforeseen events such as force majeure, natural disasters, wars, disturbances, strikes, breakdown or obstruction of traffic and communication. In the event of any postponement, shortening, extension or termination, the exhibitor shall not be entitled to the payment of any resulting damages, which the exhibitor may suffer. The

exhibitor shall have the right to rescind the contract, if he loses interest in participating because of such an action and if the exhibitor consequently waives the reservation for the stand space allotted to him. Upon full knowledge of the change, the rescission of the contract must be declared in writing and without undue delay.

3 In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses, which might be incurred for the exhibitor. Upon request of the organizer, the exhibitor will be obligated to defray a reasonable share of the expenses resulting from the preparation of the event. The amount of the share to be paid by each exhibitor shall be stipulated by the organizer after consultation with the business organizations concerned, whereas the maximum shall be 5% of the total event execution and management costs. By signing the application form the exhibitor acknowledges the organizer's Conditions of Participation (the General and Special Sections) together with all other regulations relating to the contractual relationship, as legally binding.

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4 Should these provisions be or become partially legally invalid or void, this shall not affect the validity of the remaining provisions or the contract. In this event, the parties bind each other to replace the invalid provision with a valid provision that comes to the commercial purpose of the invalid provision as close as possible. The same applies to loopholes.

5 All agreements, approvals and alterations to the contract must be made in writing. The same shall also apply to any amendment or waiver of this written-form clause itself.

X. Place of Fulfillment / Place of Jurisdiction

1 Place of fulfillment for monetary obligations of the exhibitor – no matter on which legal basis – shall be the principal place of business of the organizer as far as there is no other place of fulfillment stipulated in the Special Conditions of Participation.

2 The place of jurisdiction, also in cases involving documents, bills of exchange and checks is Cologne, provided the exhibitor is a businessman, a corporation, a legal entity of public law or a separate asset under public law. The organizer shall also be entitled, at his option, to lodge claims at the court of the place where the exhibitor has his place of business or his branch.

3 The entire legal contractual relationship between the exhibitor and the organizer is subject to German Law. The contract is governed by German Law.