

**GENERAL CONDITIONS OF CONTRACT OF
COPENHAGEN BIKE SHOW A/S**

Industrikrogen 4-B
2635 Ishøj, Denmark
VAT: DK 36 07 95 25

(IN THE FOLLOWING MENTIONED AS "CBS")

1. APPLICATION

To register for participation at the fair the fully completed and signed application form must be returned to CBS. The application is legally binding. It may not contain any conditions or stipulations.

**2. ADMISSION | ALLOTMENT OF STANDS | CO-EXHIBITORS
DISSOLUTION OF THE CONTRACT**

2.1 CBS shall decide upon the admission of the Exhibitor in accordance with the program of the fair in consideration of the number of applications and the availability of exhibition space. The admission is at the sole and unlimited discretion of CBS and there is no legal claim to acceptance. The contract shall be concluded upon written notification of admission. In the event that the terms of the admission notification are not in accordance with the terms of the application, the terms of the admission notification shall prevail save that the Exhibitor does not object in writing within 2 weeks of receipt of the notification of acceptance. The same shall apply in the event that the location or the date of the fair have to be changed; in this case CBS corresponding notification of alteration shall replace the notification of admission. The admission only applies to the respective event, the company applying and its products and services. Products and services which are not in conformity with the product list for the event may not be exhibited.

2.2 The allotment of the stands will be administered by CBS. As far as possible CBS will consider the request of the Exhibitor. The Exhibitors is not entitled to claim a certain allocation in a certain hall or in a certain hall area. For important reasons, CBS shall be entitled to subsequently re-allocate stands, to change the size and dimensions of stand space, to relocate or close entrances or exits and to undertake structural changes in the exhibition halls without any claims on behalf of the Exhibitor arising therefrom. In the event that the size of a stand is reduced, the difference between the original and the newly calculated participation fee shall be reimbursed to the Exhibitor. Any complaints must be submitted in writing immediately or at the latest until the end of the fair. CBS cannot consider complaints lodged after that time.

2.3 The relocation, exchange or share of the stand allocated to the Exhibitor completely or partially with other companies, irrespective of whether this company uses its own staff and whether it is an own entity or a subsidiary or an affiliate, requires the prior written consent of CBS. In the event the allocated stand area is used by another company without the express permission of CBS, CBS shall be entitled to terminate the contract with the respective Exhibitor and to evict the respective stand area at the Exhibitor's risk and expense. In the event CBS has permitted the joint use of the stand area, all companies who co-use the stand shall be liable to CBS for payment of the participation fee and other costs and the fulfilment of further obligations – regardless on which legal grounds – as co-debtors.

2.4 CBS shall be entitled to refuse admission or to withdraw from the contract in case of an important reason. In this respect, an important reason shall be in particular - but not limited to, if an admissible application for opening insolvency proceedings against the assets of the Exhibitor has been filed or such application has been dismissed due to lack of funds. The Exhibitor shall be obliged to inform CBS thereof without delay. Following binding registration and admission, release from the contractual relationship is no longer possible.

3. CONSTRUCTION AND DESIGN OF STANDS | MUSIC AT THE BOOTH | FOOD AND DRINKS | PRODUCT SAMPLES

3.1 The construction and the design of stands must conform to statutory regulations and must be in accordance with CBS' Guidelines for the Design of Exhibition Stands. The commissioning of stand building companies must be notified to and permitted by CBS. During the fair, the stands must display the exhibits as stated in the notification of admission and be staffed by the Exhibitor's personnel.

3.2 CBS is entitled to demand Exhibitors to remove exhibits from stands immediately, which emanate odors, noises or other emissions or which by their appearance could constitute a considerable disruption to the operation of the fair or put the safety of the exhibitors and visitors at risk. If the Exhibitor fails to promptly comply with the demand, CBS shall be entitled to remove the exhibits in question at the expense and risk of the Exhibitor and to close the respective stand, without any claims on behalf of the Exhibitor arising against CBS therefrom.

3.3 The playing of music at the booth by the exhibitor requires prior consent of CBS. Even if such a consent is granted the Exhibitors must follow the instructions from CBS in terms of music level, type of music etc. If the instructions from CBS are not followed, CBS shall be entitled to terminate the contract with the respective Exhibitor and to evict the respective stand area at the Exhibitor's risk and expense.

3.4 The handing out of food and drinks to visitors of the stand exhibitor requires prior consent of CBS. Even if such a consent is granted the Exhibitors must follow the instructions from CBS. If the instructions from CBS are not followed, CBS shall be entitled to terminate the contract with the respective Exhibitor and to evict the respective stand area at the Exhibitor's risk and expense. Regardless of the consent from CBS, alcoholic beverages cannot be served to people under the age of 18 in accordance with Danish law.

3.5 The handing out of products samples to visitors of the stand exhibitor requires prior consent of CBS. Even if such a consent is granted the Exhibitors must follow the instructions from CBS. If the instructions from CBS are not followed, CBS shall be entitled to terminate the contract with the respective Exhibitor and to evict the respective stand area at the Exhibitor's risk and expense.

4. PARTICIPATION FEE AND ADDITIONAL COSTS | TERMS OF PAYMENT

4.1 The calculation of the participation fee and the additional costs (power, cleaning, security, etc.) is based on the size of the stand and results from CBS' price list. The prices according to CBS' price list is binding and only valid for one fair. Subsequent price changes require the prior consent of the Exhibitor. The calculation of the total stand floor space as allocated will not take into account any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings. Provided that utility is ensured and that there is no substantial impairment, any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings in the stand space do not entitle the Exhibitor to reduce the participation or the additional costs.

4.2 Together with the notification of admission, the Exhibitor will be invoiced for the participation fee and the additional costs. Complaints relating to the invoice shall be made in writing immediately, at the latest two weeks after receipt of the invoice. CBS is entitled to claim the participation fee and the additional costs in full even if the Exhibitor does not use the rented stand area at all or only partially. In the event that the contract is not completely or only partially fulfilled by CBS, the participation fee and the additional costs shall be partially reimbursed to the Exhibitor. Further claims shall be subject to section 6 below. The invoiced amount shall be payable in full without any deductions within 10 days after invoicing. The stand areas may only be occupied if payment has been effected before the fair commences. CBS shall be entitled to claim interest and fees in accordance with Danish law resulting from the delayed payment. Should settlement of the invoice not be effected by the deadline, CBS shall additionally be entitled to dissolve the contract.

4.3 The Exhibitor shall not be entitled to discharge by way of counterclaims against CBS' claims arising from the contract or assert a right of retention with respect to such claims, save that the claims which shall be subject to the set-off or the retention have been found to be uncontested or legally binding.

5. DOMICILIARY RIGHTS

CBS exercises the domiciliary rights throughout the exhibition area. It shall be entitled to remove exhibits from stands if their display contravenes statute law or public policy or is not in accordance with the program of the fair. Promotion of political and ideological ends is prohibited. In the event of serious offences, CBS shall be entitled to evict the respective stand area at the Exhibitor's risk and expense.

6. INSURANCE | LIABILITY

6.1 CBS will provide video surveillance of the exhibition area during the whole fair and the assembly and disassembly times. Professional security is also maintained between the opening hours. Irrespective of that CBS does not assume any obligation to exercise proper care of exhibits, stand fittings and objects which are property of the stand personal. All products, stand constructions and materials are solely at the Exhibitors own risks, and the Exhibitor should make sure to have the proper insurance before attending the exhibition.

6.2 Notwithstanding the foregoing CBS shall only be liability on the basis of willful or gross negligent misconduct, provided that the damages have not been foreseeable and no substantial contractual obligations have been violated and no personal injuries have taken place. The quantum of damages is limited to the amount covered by the employer's liability insurance of CBS. Any further liability is excluded. This applies to all and any claims which could arise as a result of, and in connection with this contract.

6.3 If CBS is compelled to temporary vacate or permanently close the exhibition area or parts thereof, to postpone the event, shorten or extend it due to an Act of God, or for other reasons beyond its control, then the Exhibitor shall not be entitled to any rights, in particular, to claims for damages against CBS.

6.4 For any and all damages incurred to CBS caused by the Exhibitor, his staff, his employees or by third parties commissioned by the Exhibitor who are acting on his behalf on the premises of the exhibition area, the Exhibitor shall be held liable according to the legal provisions in force.

7. PERIOD OF LIMITATION

7.1 All claims against CBS resulting from the contractual relationship and all legal circumstances connected with it, become statute-barred within one year after the Exhibitor has become knowledge as regards to the respective claim.

8. PLACE OF FULFILMENT | PLACE OF JURISDICTION | APPLICABLE LAW

8.1 The place of fulfilment is Copenhagen.

8.2 The place of jurisdiction shall be Copenhagen, in so far as the Exhibitor has merchant status, is a legal entity of public law or a separate entity under public law. CBS shall also be entitled, at its option, to lodge its claims at the court of the place where the Exhibitor has its place of business or a branch.

8.3 All legal relationships between the Exhibitor and CBS shall be subject to Danish Law.

9. MISCELLANEOUS

9.1 By signing the application from the Exhibitor recognizes CBS' General Conditions of Participation together with all other regulations relating to the contractual relationship, as binding.

9.2 Any changes or amendments of this agreement must be made in writing. The same applies to the termination of the whole agreement or provisions of it, and to any derogation of the requirement of written form.

9.3 If any provision in this agreement is invalid or should become invalid, this shall not affect the validity of the rest of the agreement. The provision thus invalidated shall be replaced by a provision which is closest to the parties' commercial interest. The parties are obliged to cooperate in clarifying the text of the agreement accordingly. The same applies to any omission in this agreement.