

ECCE 2010 - Terms and Conditions

GENERAL: The terms "Association" shall mean the IEEE Energy Conversion Congress and Exposition, its officers, committees, agents or employees acting for it in the management of the Exhibition. The term "Exhibition" shall mean the Energy Conversion Congress and Exposition to be held in Atlanta, GA, USA, September 13-15, 2010. The term "Exhibitor" shall mean any person, organization or other entity that is approved to maintain an Exhibit at the Exhibition. The Association shall have full power in the interpretation and enforcement of all TERMS AND CONDITIONS governing the Exhibition. All matters and questions not covered by these TERMS AND CONDITIONS shall be subject to the final judgment and discretion of the Association. The association will establish the schedule for setting up, opening, closing and dismantling of the Exhibits. These TERMS AND CONDITIONS may be amended at any time by the Association upon written notice to such Exhibitors as may be affected by them.

ELIGIBILITY: The Association reserves the right to determine the eligibility of any company or product for inclusion in the Exhibition. The acceptance of a booth for the Exhibition does not carry the Association's endorsement of the equipment, supply or service displayed there. Exhibits and the conduct of Exhibits are subject to the approval of the Association. The Association reserves the right to require the modification of any Exhibit which, in its opinion, is not in character with the Exhibition. This regulation applies to displays, literature, advertising, novelties, souvenirs, conduct of representatives, etc. The Association reserves at all times the right to approve the nature of the Exhibits and conditions under which the Exhibits are displayed. **ASSIGNMENT OF SPACE:** Booth assignments are generally made on a first-come, first-served basis, taking into consideration representation at previous Energy Conversion Congress and Expositions, the date a request is received, availability of requested area, the amount of space requested, special needs and compatibility of Exhibitors. The Association, however, reserves the right in its sole discretion to use other assignment criteria. The Association also reserves the right to reconfigure booth space and relocate an Exhibit as necessary with the understanding that the Exhibitor shall be notified prior to such relocation.

REASSIGNMENT OF SPACE: Exhibit space not occupied by 12:00 pm on the opening day of the Exhibition, Monday, September 13, 2010, may be reassigned by the Exhibit Manager to another Exhibitor without refund of the rental paid.

SUBLETTING SPACE: The subletting, assignment or apportionment of the whole or any part of the Exhibitor's space, by an Exhibitor, is prohibited. No Exhibitor may permit any other party to exhibit in their space any goods other than those manufactured or produced by the contracting Exhibitor, or permit the solicitations of business by others within their exhibit space.

PAYMENT: The fee for rental payment, less any previously paid deposit(s), shall be due July 30, 2010. If an exhibitor fails to make payment(s) according to the posted deadlines, then the Exhibitor's right to exhibit may be cancelled by the Association without further notice.

REFUND FOR CANCELLATION: All cancellations by Exhibitors must be in writing and must be submitted to Energy Conversion Congress and Exposition Management office by June 1, 2010. A \$500.00 cancellation fee for each booth space is non-refundable regardless of date of notice of cancellation. Persons whose written cancellations are received by the Energy Conversion Congress and Exposition Exhibit Management office after June 1, 2010 shall forfeit all payments made and be obligated in full for the total Exhibit rental fee. If the Exhibition is cancelled for any reason beyond the control of the Energy Conversion Congress and Exposition, the Energy Conversion Congress and Exposition will refund each Exhibitor's rental payment on a prorated basis after all related Exhibition expenses incurred to that date have been met, thereby cancelling the rental charge and lease of space. The Exhibitor agrees that this prorated refund shall release the exhibitor from its obligations under its contract with the Energy Conversion Congress and Exposition and shall release the Energy Conversion Congress and Exposition from any liability to the Exhibitor.

EXHIBIT SPACE DISPLAY: No Exhibit will be permitted to interfere with the light, space, comfort or view of another Exhibit. Displays shall comply with the following: (a) Backwall shall not be higher than 8 feet overall. (b) Sidewalls shall not be higher than 36 inches except on island spaces. (c) All backwall illumination must either be indirect or muted by translucent panels. (d) Aisles must be kept clear from flooring to ceiling. Floodlights, if used, must be directed to shine entirely within the booth area so that no interference with neighboring booths results. All draperies, carpets, decorations, etc., used in the display must be of a nonflammable nature. Animated signs or flashing lights (other than animation of product or actual product operation) are prohibited on or in the area of the Exhibit floor. Signs, handbills or other devices are strictly limited to the booth space assigned. Loudspeakers will not be permitted. Musical instruments, radios, projection machines, record players, VCRs, televisions, or any noise creating device or amplifying systems shall be operated only at a level which will not interfere with other Exhibitors or add unduly to general acoustic inconvenience, and their operation must conform to the Exhibit Manager's requirements. All audiovisual and sound devices must be relevant to the Exhibitor's products. Each Exhibitor must keep an attendant in the display booth during the open hours of the Exhibit. Attendants must be bona fide employees or representatives of the Exhibitor. There is no restriction on the number of attendants per booth; however, attendants must wear Exhibit badges and be fully registered as Exhibitors. The Exhibitor must pay all costs incurred in the operation of its booth. This provision specifically covers expenditures incurred for lights, power, water and other utilities or services in connection with its own booth. The Association shall provide aisle carpeting. Measurements shown on the floor plan of the Exhibitor's Prospectus are not warranted but are as accurate as possible. The Exhibit Manager reserves the right to modify these plans, as necessary, to meet the needs of Exhibitors and the Exhibition. The Association retains the right to refuse or deny any Booth Space Application submitted for this event, in which case the Energy Conversion Congress and Exposition shall return applicant's rental fee. The Energy Conversion Congress and Exposition shall not be deemed to have approved an application until the Energy Conversion Congress and Exposition has both received the deposit fee and returned a photocopy of the application form to the applicant with notification of booth(s) assigned. Exhibitors shall not assign, sublet or share space without the knowledge and prior written consent of the Exhibit Manager. Exhibitors may show only the goods they manufacture or deal in during their regular course of business. Because of the large number of companies exhibiting similar, or related

product lines, the Energy Conversion Congress and Exposition cannot guarantee that a company exhibiting similar products or a competitor will not be located in a nearby or adjoining booth space. The Exhibit Manager reserves the right to restrict or evict Exhibitors because of noise, method of operation, materials, or any other reason, that is deemed objectionable by the Exhibit Manager. The Exhibit Manager also retains right to prohibit or evict any Exhibit that, in the opinion of the Exhibit Manager, may detract from the general character of the Exhibit as a whole. This reservation includes persons, things, conduct, printed matter or anything of a character that the Exhibit Manager determines is objectionable to the Exhibit or that interferes with the activities of neighboring Exhibitors. In the event of such restriction or eviction, the Energy Conversion Congress and Exposition is not liable for any refunds or rentals or other Exhibit expense. Please submit for approval all plans for island and any special or unusual Exhibit, to the Exhibit Manager by June 1, 2010. To ensure your exhibit space is approved; please bear in mind the overall appearance of the exhibit and the rights of neighboring Exhibitors.

CARE OF EXHIBIT SPACE: The Association will arrange for installation and sweeping of aisle carpeting daily. The Exhibitor shall keep in good order the space occupied by the Exhibitor. The Exhibitor may not place anything in the aisles during open hours of the Exhibition. The Exhibitor assumes responsibility of returning the Exhibit space to the Exhibit facility in the condition in which it is found: clean, undamaged and unmarred.

BOOTH CONSTRUCTION AND ARRANGEMENT: Exposed parts of the display must be finished so as not to be objectionable to other Exhibitors and/or the Association or such parts will be ordered draped by the Association and billed to the Exhibitor. Equipment or products exceeding the height limitation may be permitted for island Exhibitors provided written approval is granted by the Association. Overhead canopies or simulated ceilings cannot extend out over the front two feet of the booth space. Sidewalls of booths are limited to the same height as the backwall, but within 4 feet of the front line and from that point to the aisle — 42 inches. No display equipment over 42 inches in height may be placed in the front 2 feet of Exhibit space. In all single booth corner locations, the backwall is considered the same as the backwall of all other booths in the same continuous row except for those Exhibitors that have reserved the two end corner booths adjoining each other. Electrical, pneumatic and hydraulic equipment must meet requirements of all electrical, safety and other applicable codes.

EXHIBIT DISMANTLING: Exhibits will close promptly at 7:00 p.m. on Tuesday, September 14, 2010 and must be dismantled/packed for removal no later 10:00 p.m. Shipping labels and shipping bills of lading must be prepared and provided for the return of all crates, cartons, etc. Company employees must be present for the dismantling and packing of the displays until the booth area is empty.

"EARLY TEARDOWN" POLICY: Early teardown or dismantling of booths by exhibitors is strictly prohibited. Early teardown or dismantling disrupts the integrity of the show and endangers attendees still in the exhibit hall. By signing the booth space agreement, exhibitors agree to remain on the exhibit hall floor with their booths fully in place until the official close of the trade show, as stated above. Any exhibitors dismantling their booths prior to the scheduled time will be penalized a \$500 fine. This fine must be paid before the exhibitor may apply to exhibit at future shows. Show Management will monitor and enforce this policy. Please plan your travel accordingly.

DEMONSTRATIONS: If you plan to have any demonstrations using hydrogen, or any other potentially flammable substance in your booth in the Exhibit Hall, you must inform the Exhibits Manager in writing by July 30, 2010 of the following: - Amount of hydrogen being used. - How the hydrogen will be stored. - Dates hydrogen will be onsite in the Exhibit Hall. - Contact name and phone number for onsite representative responsible for hydrogen canisters. Upon receipt of the above information, your submission will be reviewed by the Fire Marshal to ensure that your use of hydrogen at the show is authorized and adheres to local Convention Center safety regulations. An e-mail confirmation of approval will be sent out to all necessary parties by September 1, 2010. The Exhibit Manager can be reached at 202-973-8671 or ecce@courtesyassoc.com.

CONTRACTOR SERVICE AND INFORMATION: The Association has selected TBD as the official contractor to provide service to Exhibitors. The contractor will provide labor, equipment and supervision. Complete information, instructions and schedule of prices regarding shipping and drayage, labor for erecting and dismantling, electrical, furniture and carpet rental, cleaning, etc., will be included in the Exhibitor's Service Kit to be posted at this website approximately 6 months prior to the event for advance planning. Show management will provide vacuum sweeping of aisles once each night during open days. Aisles will be maintained during show hours. Any individual booth cleaning shall be contracted at the Exhibit Service Coordinator Service desk.

CIRCULATION AND SOLICITATION: Distribution of circulars or promotional material may be made only within the booth assigned to the Exhibitor presenting such material. No firm or organization will be permitted to solicit business within the Exhibit area unless it has been assigned space at the Exhibition.

PHOTOGRAPHY: The Exhibitor shall not photograph, videotape, audiotape or create any similar recording of any portion of the Exhibition other than its own Exhibit without the prior written authorization of the Exhibit Manager.

EXHIBIT SCHEDULE: Employees manning the booth must have Exhibitor badges. The display area will be closed to Exhibition Attendees except during scheduled Exhibit hours; however, registered Exhibitors will have access at all hours. The Association shall have sole control over attendance policies at all times. Exhibitor personnel MUST be properly registered in order to staff a display and must wear (non-transferable) registration badges during move-in and Exhibit hours.

DELIVERY OF EQUIPMENT: Exhibitors will be responsible for delivery of their own equipment and/or display material to the Exhibition Center and for removal of equipment and/or display material. The official drayage contractor shall control all traffic into and out of the Exhibit area to minimize delays and tie-ups. The Exhibitor assumes full responsibility for the delivery of its materials to the space, which is assigned for

the purpose of exhibiting its product, service or materials. The Association assumes no responsibility for the performance of services by common carrier, express services, the U.S. mail, telephone and telegraph companies or any other service for which the Exhibitor may wish to make a contract.

NO FLAMMABLE MATERIALS: The use of combustible decorations such as crepe paper, tissue paper, cardboard or corrugated paper is prohibited. Packaging containers, excelsior and wrapping paper are to be removed from the floor and must not be stored under tables or behind displays. Muslin, velvet, silk or other decorations must be able to withstand a flameproof test as prescribed by the fire ordinances of San Jose, CA, USA.

STORAGE: Proper identification will be available at the service center on the Exhibit floor and is to be attached to each piece to be placed in storage. Packaging materials such as paper and excelsior must be totally enclosed in containers.

LABOR REGULATIONS: The Exhibitor is cautioned that the conditions of union labor vary from city to city and from state to state and it must inform itself of the particular local conditions prevailing in regard to labor transactions at the time it engages any laborer, carpenter, electrician, plumber, decorator, etc., or any other person employed for the service of its booth. All work in connection with Exhibits requiring hired labor should be referred to the official contractor, Freeman. Labor expenses for each booth (other than pipe and drape and sign installation) shall be absorbed entirely by Exhibitor.

EXHIBIT INSPECTION: All Exhibits will be subject to inspection by the Exhibit Manager one hour before the opening of the Exhibits. Exhibitors found to be in violation of the rules will be requested to comply, or dismantle their Exhibits.

REPAIR OF DAMAGES: The cost of repairing any damage caused by the Exhibitor, its employees, representatives or agents to the property of others and the Exhibition Center shall be the responsibility of the Exhibitor. Nothing will be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture or property of others or of the Exhibit area.

INDEMNIFICATION: The Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damages to persons and/or displays, equipment and other property brought by it upon the premises used for the Exhibition. The Exhibitor shall indemnify and save harmless the Energy Conversion Congress and Exposition, the Exhibition Center, and their owners, members, affiliated agents, servants, employees and assigns from any and all loss, damage, claims, actions and suits whatsoever, together with all costs, expenses and attorney's fees in connection therewith, which shall grow out of any injury or death of persons or damage to or destruction of property (tangible or otherwise), caused by, resulting from or otherwise connected with activities of the Exhibitor at the Exhibition.

SECURITY: General overall 24-hour access control will be provided by the Association for the Exhibition period including move-in and move-out. However, the Association is not responsible for the loss of any material by or for any cause, and urges the Exhibitor to exercise normal precautions to discourage pilferage. Exhibitors will be provided specified time periods, prior to each day's show opening and subsequent to each day's show closing, to prepare, adjust, alter, etc. their Exhibit area. Only registered Exhibition Attendees and Exhibitors and registered guests will be authorized to enter during Exhibit periods.

COMPLIANCE WITH LAW: The Exhibitor shall comply with all applicable laws, ordinances, and regulations and shall secure the full compliance therewith from all of its employees, agents and visitors.

LIABILITY AND INSURANCE: The Exhibitor assumes entire responsibility for, and hereby releases the Energy Conversion Congress and Exposition, Freeman, the Exhibition Center and their members, employees, officers, directors, agents and assigns from any and all liability resulting from, arising out of, or in any way connected with Exhibitor's Exhibit or Exhibitor's negligence or intentional acts or omissions at the Exhibition (including, but not limited to, installation, operation, use, visitation and removal of the Exhibit or use of the Exhibit Hall). Exhibitor shall obtain insurance sufficient to cover liability for personal injury and for damage to third party property resulting from its participation at the Exhibition. It shall be solely the Exhibitor's responsibility to obtain adequate additional insurance for Exhibitor's participation in this event, including but not limited to insurance covering event cancellation and event interruption. The Energy Conversion Congress and Exposition is not responsible for the loss of any material, whatever the cause. Exhibitors must leave their space clean. Exhibitors assume all responsibility for any damage their Exhibits may cause to the Exhibition Center. The obligations set forth in this Section shall survive termination, performance and expiration of the Exhibitor's contract.

EVENT SCHEDULING: Partner-sponsored social functions conflicting with the timing of the 2010 Energy Conversion Congress and Exposition events listed in the Advance Program are strictly prohibited. Non-compliance with this policy will result in the loss of the opportunity to participate in future Energy Conversion Congress and Exposition Seminars.

ADDITIONAL MATTERS; AMENDMENT TO RULES: Any and all matters or questions not specifically covered by the preceding TERMS AND CONDITIONS shall be subject solely to the discretion of the Association. These TERMS AND CONDITIONS may be amended at any time by the Association with sufficient notice to Exhibitor and all amendments so made shall be binding on Exhibitors equally with the foregoing TERMS AND CONDITIONS.

INCORPORATION BY REFERENCE/LAWS APPLICABLE: All terms set forth herein are expressly incorporated by reference into the original Booth Space Application and Contract and are to be treated as having full legal efficacy for enforcement of same.