

Exhibit Space Contract

This is the standard set of guidelines for exhibiting at this Cambridge EnerTech conference. After completing the registration form on the front side of this document, it will be considered a written intent to exhibit, and this document will become a contract with CET (hereinafter called "Sponsor") that will bind both parties to the terms set forth below.

CANCELLATION:

(a) In the event the Exhibitor cancels all or part of the exhibit space contracted for hereunder, the following provisions shall apply if written notice of cancellation is received by the Sponsor within ninety (90) days prior to the start of the conference. Exhibitor will pay a cancellation fee equal to 100% of the canceled exhibit space rental fee, and shall pay the cost of decorating the ordered exhibit space in such a manner as deemed appropriate by Sponsor. Whenever any exhibit or cancellation fee payable by Exhibitor hereunder shall exceed the amount then held by Sponsor, Exhibitor shall promptly pay to Sponsor the balance of such fee. Sums payable by Exhibitor hereunder shall be retained or received by Sponsor as liquidated damages (Cancellation Fee) and not as penalty. Sponsor shall not require payment of, and shall refund any payments for, the rental fee applicable to the canceled exhibit space in excess of the Cancellation Fee payable hereunder. Any refunds due the Exhibitor as a result of the cancellation of this contract will be made immediately after the Exposition.

(b) If exhibit space is not occupied by the Exhibitor by the designated set-up time prior to the start of the conference, Exhibitor shall be deemed to have canceled the exhibit space contracted for, and Sponsor shall waive the right to use such space as it deems appropriate, and the Exhibitor shall pay the Sponsor all amounts that would have been due under the terms of subparagraph (a).

(c) If Exhibitor does not make full payment of any exhibit fee when due under the terms of this contract, the Sponsor may terminate this contract, and the Exhibitor shall be responsible for payment to the Sponsor of all amounts that would have been due Sponsor under the terms of subparagraph (a).

(d) Except as Exhibitor's rental obligation may be reduced in accordance with the terms set forth in subparagraph (a) above, the Exhibitor shall be responsible for payment of the total exhibit space rental fee whether the Conference and Exposition is canceled, delayed, or relocated, in whole or in parts, as a result of riot, strike, civil disorder, act of war, act of God, or any other cause of any kind whatsoever not within the Sponsor's control; or rescheduled or relocated at the behest of the Sponsor.

USE OF EXHIBIT: All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near its space free of congestion caused by demonstrations or other promotions. *Except in certain limited circumstances involving parent corporations, their wholly owned subsidiaries, and sister corporations, when approved by Sponsor, Exhibitor shall not assign, sublet, or share the space allotted without the knowledge and written consent of the Sponsor.* Exhibitors must display only the goods manufactured or dealt in by them in their regular course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the exhibit area. The Sponsor reserves the right to restrict exhibits that because of noise, method of operation, materials or for any other reason become objectionable, and also to prohibit or remove any exhibit that, in the opinion of the Sponsor, may detract from the general character of the Exposition as a whole or consists of products or services inconsistent with the purpose of the exposition. This reservation includes persons, things, conduct, printed matter, or anything of a character that the Sponsor determines is objectionable. In the event of such restriction or removal, the Sponsor shall not be liable for any refunds or other exhibit expenses. No animals may be offered as a part of the exhibit. The use of sound systems is permissible, provided they are audible not more than 3 feet into the aisle or neighboring spaces and the sound is directed in the Exhibitors exhibit space or vertically. The Sponsor shall have absolute control over the implementation of this regulation, the intent of which is that sound systems shall not be audibly objectionable to neighboring Exhibitors.

TAXES AND LICENSES: Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the Exposition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that shall become due to any governmental authority in connection with their activity at the Exposition.

EXHIBIT SAFETY: Exhibitor accepts responsibility for any personal or property damage that may result directly or indirectly from the collapse of its exhibit or any portion thereof or the existence of any other unsafe condition at the exhibit, including booth set-up/break-down. Exhibitor hereby agrees to indemnify and hold harmless the Sponsor, the owner and manager of the exhibition facility, and others lawfully on the exhibit floor, from and against any claim, loss, liability or damage as a result of Exhibitor's construction or maintenance of an unsafe exhibit, and Exhibitor further represents and warrants that it had obtained adequate insurance to cover its potential liability hereunder.

EARLY BREAK-DOWN: Exhibitors may only breakdown their exhibits at the pre-determined time assigned by the Sponsor. Exhibitors that break-down prior to this pre-determined time will pay an early break-down penalty fee of \$500 to the Sponsor.

LIABILITY: Neither the Sponsor, nor its agents or representatives, will be responsible for any injury, loss or damage that may occur to the Exhibitor or to the Exhibitor's employees or property from any cause whatsoever. Under no circumstance will Sponsor be liable for lost profits or other incidental or consequential damages. Exhibitors shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. The Sponsor shall not be liable for failure to perform its obligations under this contract as a result of strikes, riots, acts of God, or any other cause beyond its control. Anyone visiting, viewing or otherwise participating in the Exhibitor's exhibit is deemed to be the invitee or licensee of the Exhibitor, rather than the invitee or licensee of the Sponsor. The Sponsor shall not be liable for any injury whatsoever to property of the Exhibitor or to persons conducting or otherwise participating in the conduct of the exhibit or to invitees or guests of the Exhibitor. Exhibitor agrees to abide by existing agreements and regulations covering the use of services or labor in the conference and exhibit facility. The Exhibitor assumes full responsibility and liability for the actions of its agents, employees or independent contractors, whether acting within or without the scope of their authority, and agrees to save harmless Sponsor and the Exhibit Hall from responsibility or liability resulting directly or indirectly, or jointly, from other causes that arise because of the actions or omissions of its agents, employees or independent contractors, whether acting within or without the scope of authority. There is no other agreement or warranty between the Exhibitor and the Sponsor except as set forth in this document. The rights of the Sponsor under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized office of the Sponsor. Any action that Sponsor or Exhibitor may bring against the other, based upon or in any way relating to this Exhibit Space Contract or its performance, shall be brought in a federal or state court located within the Commonwealth of Massachusetts, and Sponsor and Exhibitor do hereby waive all questions of personal jurisdiction or venue in order to give effect of this provision.

SECURITY AND INSURANCE: The Exhibitor is solely and fully responsible for its own exhibit materials and should insure its exhibit against loss or damage from any cause whatsoever. All property of an Exhibitor is understood to remain in its care, custody and control in transit to or from or within the confines of the Exhibit Hall.

CARE OF BUILDING AND EQUIPMENT: Exhibitors or agents must not injure or deface the walls or floors of the building, the exhibit spaces, or the equipment of the exhibit spaces. When such damage appears, the Exhibitor is liable to the owner of the property so damaged. All materials used in decoration must be flameproof. Electrical wiring must conform with the National Electric Code safety rules and all other applicable rules, regulations, fire laws, electrical codes and other laws of the city in which the Exposition is located, and of any other government authority maintaining jurisdiction over the said exposition facility, which affect the installation, conduct and disassembly of the exhibit. Combustible materials or explosives are not permitted in the Exhibit Hall.