

BIOFORUM RULES AND REGULATIONS

1. GENERAL PROVISIONS

1.1. The following provisions apply to participants in Bio Forum organized by Bio-Tech Consulting Ltd. with its registered office in Łódź, hereinafter referred to as "Organizer".

1.2. Participation in BioForum is limited to business and science entities that present an offer or project consistent with the thematic scope of BioForum which is focused on bio- business (ie. medicine, chemistry, agriculture, pharmacy, biology, environmental protection, bio-services, instruments and equipment).

1.3. If from the registration form results that the participant's activity is not conform with the BioForum prerogatives, the Organizer may deny the right of participation in BioForum on writing. In such circumstances if the registration fee has been already paid the Organizer shall return it in 14 days from the date when the participation was denied.

1.4. Newsletters

1.4.1. All registered BioForum participants and newsletter's recipients hereby authorize BIO-TECH Consulting Ltd to process their personal data included in their Registration Form or in the newsletter for the purposes of organizing the BioForum and providing all the necessary services.

1.4.2. All registered BioForum participants and newsletter's recipients hereby declare that they accept and agree to the terms and conditions of BioForum resulting from the BioForum Rules and Regulations.

2. PRINCIPLES OF PARTICIPATION

2.1. PARTICIPANT APPLICATION AND CONCLUSION OF AGREEMENT

2.1.1. In order to participate in BioForum it is required to:

a) contact with one of the BioForum consultants and establish conditions of participation

b) pay the registration fee depending on the form and scope of participation.

2.1.2. The registration fee depends on the form of participation and the registration date and they are established individually with BioForum consultants.

2.1.3. The registration to be valid must be done at least 14 days before the opening day of the BioForum. Registration forms submitted after such deadline shall be considered by Organizer only if exhibition space is available or BioPartnering access is also possible.

2.1.4. Organizer shall provide the participants the confirmation of their registration and provide the promoting materials. The Confirmation shall carry information about the size and type of allocated exhibition space and its location.

2.1.5. Organizer reserves a right to refuse acceptance of any registration form (e.g. due to such offer being inconsistent with the BioForum thematic scope, or where no further space is available).

2.1.6. Organizer reserves a right to change the original exhibition space allocation indicated in the Confirmation. Should any such change be made, participants may not claim damages from Organizer.

2.1.7. To be valid, any changes in exhibition space order and participation agreement shall be in writing.

2.1.8. Exhibition space shall be made available subject to payment of amounts due under a participation agreement. Where the amounts as aforesaid are not paid prior to commencement of a given fair, Organizer shall have a right not to provide exhibition space until such amounts have been paid.

2.1.9. The registration fee should be paid in advance in the time indicated on the proforma invoice. If this payment is not made, Organizer may remove the Participant's reservation or irrevocably change his site selection.

2.1.10. The Organizer shall issue an invoice in 7 days from receiving the payment, according to the provisions existing in Polish law.

2.2. CANCELLATION OF PARTICIPATION

2.2.1. Cancellation or reduction in exhibit space occupied by the Participant shall be made in writing otherwise being null and void.

2.2.2. If the cancellation or reduction is made before the registration fee is paid:

a) at least 60 days before Bio Forum opening day – the Participant should pay 50 % of registration fee for the exhibit space or any other form of participation cancelled as forfeit ,

b) at least 30 days before Bio Forum opening day – the Participant should pay 75 % of registration fee for the exhibit space or any other form of participation cancelled as forfeit ,

c) less than 30 days before Bio Forum opening day – the Participant should pay 100 % of registration fee for the exhibit space or any other form of participation cancelled as forfeit .

2.2.3. If the cancellation or reduction is made when the registration fee has been already paid:

a) at least 60 days before Bio Forum opening day – the 100 % of registration fee for the exhibit space or any other form of participation cancelled shall be deducted by the Organizer,

c) at least 30 days before Bio Forum opening day – the 50 % of registration fee for the exhibit space or any other form of participation cancelled shall be deducted by the Organizer,

d) less than 30 days before Bio Forum opening day – the 0 % of registration fee for the exhibit space or any other form of participation cancelled shall be deducted by the Organizer.

The remaining payment shall be refunded to the Participant.

2.2.4. Participants who have withdrawn from participation in BioForum shall not be entitled to services covered by the registration fee. Exhibitor's passes and invitations to all events received with the Confirmation of Participation shall be immediately returned to the Organizer.

3. GENERAL TERMS AND CONDITIONS

3.1. Organizer reserves the right to take the following actions at any time prior or during the BioForum and at its sole discretion:

a) terminate the agreement with Participant or decline to provide him the exhibit space for any reason, including but not limited to Participant's conduct, use, promotion and distribution of materials and content that is objectionable to Organizer or is not consistent with Organizer's rules, regulation or mission;

b) prohibit any exhibition that violates the rules resulting of herewith rules and regulations or character and spirit of Bio Forum,

c) close any exhibition that is determined by the Organizer that is to be too loud or disruptive or disturbing other participants,

d) refuse to permit the Participant who violates Organizer's rules and regulations to participate in one or more future BioForums.

3.2. Dates and hours for commencement of each BioForum day, dismantling periods and opening hours of pavilions are described in Bio Forum schedule provided by the Organizer.

3.3. During the BioForum opening hours stands shall be available to visitors. Temporary closing of stands shall be subject to prior approval from Organizer. In justified cases (e.g. protection of a utility design from competition) and with prior approval from the Organizer, an exhibitor may restrict access of general public to a part of the stand and allow entrance only to the holders of a relevant invitation. However, the exhibitor should secure a stand personnel to provide visitors with appropriate information.

3.4. No offer of goods and services shall be exhibited or presented at a stand that is inconsistent with the thematic scope of BioForum. At Organizer's request, a Participant shall discontinue presentation of any such offer and shall at its own expense remove exhibits from the stand. If Participant fails to fulfill those requirements, Organizer shall have such exhibits removed from the stand or close the stand at the Participant's risk and expense.

3.5. Stand closure by the Organizer in cases described herewith regulation may be temporary in nature and continue until such time as Organizer's instruction is complied with, or it may be permanent, i.e. it shall continue to the end of the BioForum.

Permanent stand closure shall be treated as a sanction for exhibitor's failure to perform under the participation agreement. In such a case, the exhibitor shall not be reimbursed for his registration fee. Moreover, the exhibitor concerned shall not be entitled to any compensation, with stand closure being a sanction for his default.

3.6. Maintenance work on the stand should be performed before or after opening hours.

3.7. The exhibitor shall perform the following:

a) before the commencement of the BioForum, remove from the stand and its immediate surroundings any empty packaging and waste left after the stand construction and furnishing;

b) after the end of the BioForum, remove exhibits and to dismantle the stand and restore the occupied exhibition space to the original condition no later than by the last day of dismantling period.

All waste should be deposited in special receptacles located in front of pavilion entrance. In case the above specified maintenance work is not complied with, Organizer shall commission cleaning work at the expense and risk of the exhibitor.

3.8. Stand components and equipment left behind without Organizer's approval and not removed within the dismantling period shall be considered abandoned.

3.9. Taking photographs, filming and drawing of stands and exhibited goods should be agreed with the Participant. Should the above mentioned actions interfere in the organization of the trade fair, they should be agreed with the Organizer.

3.10. No weapons, ammunition, explosives or other objects may be brought onto BioForum grounds which might endanger safety of persons present on the fair grounds.

3.11. No animals may be brought to the BioForum space unless such animals are part of an exhibition that is consistent with its thematic scope.

3.12. The Organizer reserves the right to alter locations of exhibits as shown on the official floor plan, if deemed advisable and in the best interests of Participants.

4. LEGAL PROTECTION AND SAFETY STANDARDS REGARDING EXHIBITS

4.1. It is recommended that, prior to their presentation at BioForum, any new products (goods, solutions, trade marks, etc.) which are to be afforded legal protection be earlier filed with a patent office so that they are not subject to a challenge of earlier public disclosure or lack of novelty.

4.2. In case of public presentation or public broadcasting of musical compositions or compositions involving lyrics and music, Participants must obtain permission of the collective rights management organisations and pay royalties to such organisations.

Trade fair participants shall respect copyright and related rights protection laws included in the EU *acquis* and the domestic regulations of the Republic of Poland.

4.3. Organizer shall not be liable for any violation of rights of exhibitors and other fair participants.

5. LIABILITY AND INSURANCE

5.1. Organizer as well as his agents or employees shall not be liable for any damage, loss or injury that may occur to the Participant and caused by third parties or solely through the fault of the party which suffered damage.

5.2. Organizer shall not be liable for any damage to the property of Participant caused by force majeure such as fires, explosions, lightning, high winds, floods and other elements or power and gas (compressed air) supply failure, military activity, strikes and other circumstances which are unpredictable, unpreventable and beyond the control of the Organizer.

5.3. The Participants shall take out civil liability insurance policy and shall insure all of their property located on BioForum space (exhibits, equipment and hardware on the stand, stand structural elements and furnishing, private belongings, company cars, etc.), during the fair as well as during stand construction and dismantling period, unless specific provisions provide otherwise.

5.4. The Participants shall be financially liable for any damage caused in Organizer property. Damages shall be assessed by the organizer in the presence of a Participant's representative, which shall be confirmed in a proper protocol. If Participant declines to sign the protocol or to take part in the assessment procedure, Organizer may prepare a unilateral protocol.

5.5. The Organizer's contractual responsibility is limited the amount of registration fee actually paid by Participant who suffered.

6. COMPLAINTS

6.1. Any complaints of the Participants shall be submitted to the Organizer in writing.

6.2. Complaints should be submitted no later than within one month from the last day of the fair. No complaints filed after the aforementioned time shall be considered.

7. DISCLAIMER

7.1. The use or display in any manner or medium of Bio-Tech Consulting Ltd or BioForum name, logo, marks or copyrighted materials is not permitted and they can not be a subject of reference, implication or use to claim or imply Organizer's endorsement, affiliation or approval of any product, service or program without the prior, express and written consent of the Organizer.

7.2. Exhibitors, exhibits and exhibit materials and displays shall be in compliance with all applicable regulations provided in polish law.

8. FIRE, SAFETY, HEALTH AND NOISE

8.1. The Participant agrees to accept responsibility for compliance with local fire, safety and health ordinances regarding the installation and operation of equipment or other craft relating to the Participant or his booth. All exhibit materials and equipment must be located within the booth and protected by safety guards and devices, when necessary, to prevent personal accident or injury to spectators or other exhibitors.

8.2. Participants will take every reasonable precaution to minimize the noise of operating booths. Each booth will be operated in a dignified manner so as not to constitute an annoyance to adjoining Participants.

8.3. Waste hazardous to health and the environment (oils, emulsions, acids, fats, paints, etc.) may not be disposed of in the sewage system together with other waste. Users are bound to dispose of such waste in their own capacity.

8.4. Users of exhibit spaces bear full responsibility for the occupational health and safety of their employees performing work on the MTP grounds and are liable for any accidents resulting from lack of supervision or negligence in regard to the requirements and standards of work safety during construction, use and dismantling of exhibits, or during any period in which pavilions (or outdoor areas) have been hired for other purposes.

9. ADMISSION

9.1. Admission to the BioForum will be by official badge obtained upon registration, entitling the wearer to attendance in accordance with admission policies. The badge is not transferable.

9.2. Circulars, publications, advertising materials and all kinds of promotional giveaways must be distributed only by the exhibitors within the booth spaces. Nothing can be posted on, tacked, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture without the Organizer's express consent.

9.3. Participants who are not exhibitors (i.e. attendees) are prohibited from any detailing, exhibiting or soliciting within the BioForum spaces unless it is approved by the Organizer. Failure to comply this regulation can result in dismissal from the BioForum.

10. FINAL PROVISIONS

10.1. Should circumstances beyond its control occur, Organizer reserves the right to cancel, partially close, shorten or reschedule BioForum events. In such cases exhibitors may not claim damages or partial refunds of exhibition space rent.

10.2. The Participants should comply with the binding regulations of the EU *acquis* and internal regulations of the Republic of Poland.

10.3. Organizer may amend these rules and regulations at any time and all the amendments so made shall be binding all the Participants from its publication on the official BioForum website.

10.4. All disputes arising in connection with the participation in BioForum shall be settled by a proper common court of law in Łódź.

10.5. Polish law shall govern interpretation of these Regulations.