

AGREEMENT №. _____
To the Application №. _____ for participation at Moscow Halal Expo 2012 exhibition

Moscow _____

Limited Liability Company Halal Holding, hereinafter referred to as the "Promoter", represented by Rushan Rafikovich Abbyasov, Managing Director, acting under the Charter, on the one hand, and _____, hereinafter referred to as the "Exhibitor", represented by _____, acting under _____, on the other hand, hereinafter collectively referred to as the "Parties", have signed this Agreement as follows:

1. SUBJECT

1.1. The Promoter shall render services on arranging the Exhibitor's participation in the 3rd Moscow International Halal Exhibition (Moscow Halal Expo 2012 - the "Exhibition") and the Exhibitor shall pay for the services so rendered and exhibit the following products (services) at the Exhibition:

1.1.1. _____(?)_____

1.1.2. _____(?)_____

1.1.3. _____(?)_____

1.2. Exhibition location: Hall A, Pavillion 75, Building 70, All-Russian Exhibition Center, 119, Prospekt Mira, Moscow, 129223.

1.3. The aggregate Exhibition term: June 05-11, 2012, including:

- Assembly: June 05, 08.00 a.m. – 08.00 p.m.
- Check-in: June 06, 08.00 a.m. – 08.00 p.m., June 07, 08.00 a.m. – 10.00 a.m.
- Exhibition term: June 07 – 10 (inclusively). Exhibiting hours: June 07-10: 10.00 a.m. – 07.00 p.m.;
- Dismantling: June 11: 08.00 a.m. – 02.00 p.m.

2. OBLIGATIONS OF THE PARTIES

2.1. The Promoter shall be obliged to:

2.1.1. Provide the Exhibitor with the area to exhibit its products or services for the entire term of the Exhibition; render services related to power supply, illumination and heating as well as, if a standard package of equipment and services is ordered by the Exhibitor, equipment or services specified in Appendix 2 hereto.

2.1.2. Maintain comfort conditions for the purpose of high-performance presentation of the Exhibitor's products or services.

2.1.3. Provide any person or company concerned with any information related to the Exhibition; promptly produce and publish the Exhibition advertisements in mass media.

2.1.4. Render any extra service as agreed with the Exhibitor and specified in Appendix 1 hereto.

2.1.5. Pursuant to the Addendum hereto, supply or provide the Exhibitor with any complementary exhibition equipment or services for the entire term of the Exhibition as agreed with the Exhibitor and specified in Appendix 3 hereto. Any other equipment or service not specified in Appendix 3 hereto may be agreed by the Parties through a complimentary Addendum to the Agreement being integral part thereof.

2.2. The Exhibitor shall be obliged to:

For and on behalf of the Promoter:

For and on behalf of the Exhibitor:

- 2.2.1. Pay for the services rendered by the Promoter as provided in Clause 3. hereof.
- 2.2.2. Provide the Promoter with any data or information required to publish the Exhibitor's resume in the official Exhibition catalogue as well as to plan and design the Exhibitor's booth on or prior to May 01, 2012. In case the Exhibitor does not provide the aforementioned information on time, the Promoter may use the information from the official website or the advertisement material of the Exhibitor.
- 2.2.3. Transport at its own expense and by its own efforts to or out of the Exhibition area the Exhibitor's products as well as any exhibition equipment or materials owned by the Exhibitor, unless provided otherwise by any Addendum to the Agreement.
- 2.2.4. Provide for commenting any presentation of the Exhibitor's products or services by competent consultants.
- 2.2.5. Refrain from sub-lease of the exhibition area to any third party other than a Party hereto or place on the exhibition area any advertisement of the third party, unless provided otherwise by any Addendum hereto.
- 2.2.6. During the Exhibition time ensure safekeeping of the exhibition equipment on its own exhibition area from 08.00 a.m. to 08.00 p.m.
- 2.2.7. Refrain from laying claims to the Promoter in case any representative thereof is injured or any damage suffered due to the Exhibitor's fault, loss or failure of the equipment when moving in or out or assembling the booth.

3. FEES AND PAYMENT PROCEDURE

3.1. The contract price hereunder shall include the cost of the exhibition area allocated to the Exhibitor and services specified in Exhibit 1 hereto and shall be as follows:

_____ (USD _____), exempt from VAT.

- 3.2. The price, among other things, includes: participation at all events of the Business program, presentation of investment projects, placement of Exhibitor information in the Official catalogue (hard and soft copies), one hard copy of the Catalogue, accreditation of Exhibitor representatives, Diploma of Participant.
- 3.3. The Exhibitor shall pay the aforesaid amount in full within five (5) business days as from the date of signing of the Agreement hereof.
- 3.4. The payment shall be transferred to the Promoter's bank account or by paying in cash to the Promoter's cashier's desk.
- 3.5. Only Exhibitors, having paid 100% of the price, are entitled to participate at the Exhibition. The Exhibitors having arrears are not permitted to the Exhibition until they settle their indebtedness in full.
- 3.6. If the Exhibitor fails to pay as specified herein, the Promoter shall be entitled to terminate the Agreement on its own discretion.

4. EXHIBITING PROCEDURES

- 4.1. The Exhibitor shall be entitled to select any preferred location for its booth upon payment in full hereunder is made. The Promoter shall reserve the right to change the Exhibitor's booth location if necessary at any time prior to assembling as well as change or close any exit or make any other modification in the exhibition area layout.
- 4.2. The Exhibitor shall move in the equipment within the moving-in and assembling period and move out the same within the term of dismantling as specified in Clause 1.3 hereof. If the Exhibitor fails to move in the equipment within the term specified herein, it shall reimburse any expense incurred by the Promoter in relation to storage of the equipment.
- 4.3. If the Exhibitor fails to occupy the exhibition area allocated thereto by 09.00 a.m. on the date of the Exhibition opening, the Promoter shall be entitled to use his exhibition area on its own discretion; and the Exhibitor shall not be entitled to claim for any expenses incurred.

For and on behalf of the Promoter:

For and on behalf of the Exhibitor:

4.4. Any product of the Exhibitor shall stay within the Exhibition area till the date of termination thereof and may be moved out only subject to prior written consent of the Promoter.

4.5. The Exhibitor is entitled to present its investment project within the framework of the Business Program of the Exhibition. As such, the Exhibitor shall notify and deliver to the Organizing committee all necessary information related to his investment project prior to April 1, 2012. The Organizing committee has the right to reject the investment project from presentation, in case it fails to comply with the requirements mentioned in the Rules of participation at the presentation of investment projects.

5. COMPLIANCE OF EXHIBITING PRODUCTS

5.1. The Exhibitor shall make available to the Promoter valid Halal certificates applicable to all of its products or services being exhibited issued by competent certifying authorities. The Exhibitor failing to provide any certificate as foresaid shall provide a written declaration specifying that its products or services comply with Halal requirements duly signed by the managing body and certified by the seal of the company.

5.2. The Exhibitor shall provide valid documents certifying the quality of the products being exhibited (veterinary certificates, quality certificate, certificates of compliance, etc.)

5.3. The Exhibitor shall not be entitled to exhibit within the rented space any product or service not complying with Clauses 5.1. and 5.2. hereof.

5.4. The Promoter shall reserve the right to reject any application for participation in the Exhibition or terminate the participation of any Exhibitor that fails to abide by Clauses 5.1. and 5.2. of the Agreement.

6. MODIFICATION AND CANCELLATION POLICY

6.1. If, in the Promoter's reasonable opinion, the premises the Exhibition is held in become unfit for use as well as in case of any delay in holding the Exhibition or for any other reason whatsoever preventing the Promoter from discharging its duties specified herein, the Exhibition may be cancelled or discontinued by the same.

6.2. The Promoter shall not be liable to the Exhibitor for any delay, damage, loss, increase in value or other adverse conditions arising due to any reason beyond reasonable control thereof.

6.3. If the Exhibition is discontinued by the Promoter, it shall reimburse the Exhibitor any part of the amount paid by the latter on pro rata basis to the remaining days of the Exhibition.

6.4. The Promoter shall be entitled to use in its own discretion the space rented by the Exhibitor, if the latter declines or fails to participate in the Exhibition for any reason whatsoever.

6.5. The Promoter shall be entitled to change the location, time and term of the Exhibition if circumstances so require. Provided that any arrangements between the Exhibitor and the Promoter in relation to the Exhibition shall remain in full force and effect.

6.6. If the Exhibitor denies participating in the Exhibition and provides a written declaration in that regard, the Promoter may retain certain part of the amount paid by the former as reimbursement of expenses, actually incurred by the same as of the date of denial. Any remainder shall be returned to the Exhibitor.

7. CODE OF BUSINESS ETHICS

7.1. The Exhibitor's representatives are to abide by the universal moral principles and business ethics and wear clothes complying with the generally accepted business style. The Exhibitor's representatives shall not wear T-shirts, tanks, hot pants, slippers, sportswear or any other clothes not complying with the generally accepted business style. Use of alcoholic beverages, narcotic drugs and everything that doesn't abide by the norms of Islam is prohibited.

7.2. On the territory of Exhibition prohibited are any advertisement campaigns by the Exhibitor except those on the area of Exhibitor's booth. For all unauthorized advertisement campaigns and diffusion of material without Promoter's

For and on behalf of the Promoter:

For and on behalf of the Exhibitor:

consent on the territory of registration, holding of Business and Cultural program and any territory of the Exhibition area other than the area of Exhibitor's booth, the Exhibitor will be fined in amounts equivalent to the average market price of such an advertisement campaign.

8. TERM OF THE AGREEMENT

8.1. This Agreement shall be effective as from the date of signing and remain in force and effect until the Parties duly fulfill their obligations.

8.2. Either Party may lay claims to the other Party within a month as from the official closing date of the Exhibition.

9. LIABILITIES OF THE PARTIES

9.1. The Parties shall be responsible for any failure to perform or improper performance of the Agreement as provided by applicable laws as well as terms and conditions hereof.

9.2. If any damage is made to either Party, companies involved in arranging and holding the Exhibition, Exhibitors or visitors resulting from a fire, accident, negligent use of the premises or equipment or other circumstances due to the fault of the other Party, the responsible Party shall reimburse against any damage as aforesaid at its own expense.

9.3. The Exhibitor shall be responsible for any failure to abide by the safety regulations, including preventive firefighting regulations in the building the Exhibition is held in. No decoration of the rented space using non-fireproof materials is allowed.

10. FORCE-MAJEURE

10.1. The Parties shall not be responsible for any damage or loss, either direct or indirect, if it is due to cancellation, discontinuation or reduction of the term of the Exhibition subject to the occurrence of circumstances beyond reasonable control thereof, in particular: war, acts of governments, fire, flood, storm, earthquake, aircraft crash, strike, insurrection, civil commotions, etc.

11. FINAL PROVISIONS

11.1. Any amendment or supplement hereto shall be made in writing and signed by the Parties.

11.2. Relationship of the Promoter and the Exhibitor shall be subject to the law of the Russian Federation.

11.3. Any dispute arising herefrom shall be submitted to the Moscow City Arbitration Court as provided by applicable law of the Russian Federation.

12. LEGAL ADDRESSES AND BANK DETAILS OF THE PARTIES

Promoter:

Halal Holding LLC
Trading address: Bld. 1, 7 Vypolzov per.,
Moscow129090
Mailing address: Bld. 1, 7 Vypolzov per.,
Moscow129090
Tel./fax: (495) 684-7679
Taxpayer Identification Number (INN) 7702749033,
Tax Registration Reason Code (KPP) 770201001,
Primary State Registration Number (OGRN)
5107746027318
Transaction account No.40702810538290011860

Exhibitor:

Trading address: _____
Mailing address: _____
Tel./fax: _____
Taxpayer Identification Number (INN)
_____, Tax Registration Reason Code
(KPP) _____
Transaction account No. _____ Bank
name _____
Correspondent account No.

For and on behalf of the Promoter:

For and on behalf of the Exhibitor:

Moscow Bank, Sberbank of Russia (OJSC),
Moscow
Correspondent account
No.30101810400000000225, BIC 044525225.

BIC: _____

Managing Director

Managing Director

LS (R.R. Abbyasov)

LS (_____)

For and on behalf of the Promoter:

For and on behalf of the Exhibitor: