

1. DEFINITIONS

Farm World Expo (i) is wholly owned and operated by dmg world media (USA) Inc (ii) is the trading name for the farm show taking place at Boone County Fairgrounds, Lebanon, Indiana on August 4-6, 2009.

2. EXHIBITOR COVENANTS

- a) The exhibitor agrees to abide by all rules and regulations adopted by dmg world media (USA) Inc and sponsors and agrees that dmg world media (USA) Inc shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
- b) The exhibitor agrees to observe all union contracts and labor relations agreements in force, agreements between dmg world media (USA) Inc and the official contractors serving the show facility and companies operating in the facility in which the show is taking place and to observe the labor laws of the jurisdiction in which the facility is located. The exhibitor will not do anything directly or indirectly connected with their display which might be a violation of any laws, bylaws, ordinances or regulations of any government or regulatory body.
- c) The exhibitor agrees to obtain, at its own expense, any licenses or permits which are required, including without limitation, from government bodies, trade or industry associations, and any other third parties, for the operation of its trade or business during the show and to pay all taxes that may be levied against it as a result of the operation of its trade or business in their space allocated.
- d) The exhibitor agrees not to conduct or be associated with a promotional contest in connection with the show, where a prize or prizes having a value in excess of \$50 are offered, unless the exhibitor (i) satisfies dmg world media (USA) Inc that the content is being operated in accordance with law and (ii) provides a letter of credit or other security satisfactory to dmg world media (USA) Inc covering the value of the prize(s).
- e) The exhibitor agrees to obey any non-smoking regulations in effect at the facility and agrees to ensure that its officers, agents, employees, and those for whom in law they are responsible for, obey any such regulations.

3. DISPLAY

- a) The exhibitor agrees to occupy the contracted exhibit space during the full term of the show and to exhibit only the products described in this contract.
- b) dmg world media (USA) Inc reserves the right, in its sole and unfettered discretion to (i) determine the eligibility of exhibitors and exhibits for the show (ii) reject or prohibit exhibitors or exhibitors which dmg world media (USA) Inc considers objectionable, and (iii) relocate exhibitors or exhibits which in dmg world media (USA) Inc's opinion such moves are necessary to maintain the character and/or good order of the show.

4. ASSIGNMENT AND SUBLETTING

The exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of dmg world media (USA) Inc which permission may be arbitrarily withheld.

5. INSURANCE

The exhibitor shall obtain and maintain at its own expense during the period commencing on the first move-in date and terminating on the last move-out date, a policy of insurance acceptable to dmg world media (USA) Inc. The policy of insurance shall name dmg world media (USA) Inc as loss-insured and insure the exhibitor against all claims of any kind arising from or in any way connected with the exhibitor's presence or operations at the show. Policy shall provide coverage of at least \$1,000,000 for each separate occurrence. The exhibitor must provide dmg world media (USA) Inc with proof of insurance in order to exhibit.

6. INDEMNITY

- a) The exhibitor accepts all risks associated with the use of exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action, whatsoever, against dmg world media (USA) Inc, the show sponsors or the facility in which the show is held, for any loss, damage or injury howsoever caused, to the exhibitor, its officers, employees, agents or their property.
- b) The exhibitor agrees to indemnify and hold harmless dmg world media (USA) Inc, show sponsors and the facility, their respective officers, agents and employees, against all claims, costs and charges of every kind resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages, loss or theft of property, or any other damages or loss sustained by the exhibitor or its officers, agents, employees or those for whom in

law they are responsible, or dmg world media (USA) Inc, or a show visitor.

7. EXHIBITORS'S PROPERTY

All of the exhibitor's property at the show shall be at the sole risk of the exhibitor and dmg world media (USA) Inc assumes no responsibility for loss or damage thereto.

8. BUILDING

The exhibitor is liable for any damage they cause to the facility or to any property of dmg world media (USA) Inc, its agents or any other exhibitor.

The exhibitor may not apply paint, lacquer, adhesive or other coatings to the facility or to the property of dmg world media (USA) Inc, its agents or any other exhibitor.

9. CANCELLATION AND TERMINATION

- a) This contract may only be cancelled if notice, in writing, is received by dmg world media (USA) Inc. All deposits received up to the date notice of cancellation are non-refundable. If notice of cancellation is submitted within 90 days or less prior to the first day of the show, the exhibitor is liable for full payment of his space rental under this contract.
- b) In the event the exhibitor fails to make payment as aforesaid or fails to comply in any respect with the terms of this contract, dmg world media (USA) Inc reserves the right to cancel this contract without notice and all rights of the exhibitor hereunder shall cease and terminate. Any payment made by the exhibitor on account hereof will be retained by the show management as liquidated damages for breach of his contract and show management may thereupon rent said space. Failure to appear at the event does not release exhibitor from responsibility for payment of the full cost of the space rented.

10. REMOVAL OF EXHIBITS

The exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the end of the final closing hour of the last show day. The exhibitor also agrees to remove its display and equipment from the show site by the final move-out time limit, or in the event of failure to do so, the exhibitor agrees to pay for such additional cost as may be incurred.

11. CANCELLATION AND CURTAILMENT OF SHOW

- a) In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the control of dmg world media (USA) Inc and sponsors, or if for any reason dmg world media (USA) Inc is unable to permit the exhibitor to occupy the facility of the space, or if the show is cancelled or curtailed, dmg world media (USA) Inc and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott.
- b) dmg world media (USA) Inc shall have the right to change the location and the time of Farm World Expo provided that it shall give Exhibitor mailed notice of such change.

12. NSF CHECKS

In the event that the exhibitor's check is returned by a bank due to insufficient funds, a \$25 administration fee will be charged to the exhibitor.