



OTC Brasil 2011

APPLICATION/CONTRACT FOR EXHIBIT SPACE

4-6 October 2011 • RIO Centro • Rio de Janeiro
www.OTCBrasil.org

FAX to +1 (281) 491-5902
 or
 EMAIL to Info@otcbrasil.org

This is an application for exhibit space at the 2011 OTC Brasil Conference in Rio de Janeiro, Brasil, which will become a binding contract if the potential exhibitor satisfies OTC Brasil exhibitor requirements and if such application is accepted by OTC Brasil. The undersigned company (the "Exhibitor") does hereby make application to participate as an Exhibitor in the 2011 OTC Brasil Conference to be held at RIO Centro, 4 - 6 October 2011. We request OTC Brasil to reserve exhibit space for our use at the Exhibition. We understand that specific booths will be assigned, to the extent available, on a first-come, first-served basis. Priority points for 2013 will be based on dollar value of exhibits and sponsorships.

Preferred Booth Locations: (All 5 Preferred Booth Locations must be completed). If all 5 locations are not complete, exhibitor forfeits the right to be contacted if selections are no longer available. In such case, OTC Brasil reserves the right to place the exhibitor in a like configuration in the best available location.

Space Only (minimum 64 sqm) Shell Scheme (minimum 16 sqm)

Preferred Booth Locations: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Space Requirements: Shell Scheme minimum 16 sqm (4m x 4m) Island Booth minimum 64 sqm (8m x 8m)

Space Only (min 64 sqm) US \$525.00 per sqm Depth _____ x Frontage _____ = _____ Total Square Meters
 Shell Scheme (min 16 sqm) US \$625.00 per sqm Depth _____ x Frontage _____ = _____ Total Square Meters

Requested Exhibit Configuration: Standard (Linear) Island Peninsula

Total Square Meters Requested _____ x US\$ _____ per square meter = US\$ _____

TOTAL EXHIBIT SPACE COST = US\$ _____

Minimum 25% Deposit Due with Contract = US\$ _____

100% Due On or Before 1 March, 2011 = US\$ _____

EXHIBITOR INFORMATION:

EXHIBITING COMPANY _____

MAILING ADDRESS _____ CITY/STATE/PROVINCE _____ ZIP/POSTAL CODE _____ COUNTRY _____

COMPANY PHONE NUMBER _____ COMPANY FAX NUMBER _____ COMPANY WEB ADDRESS _____

PRIMARY CONTACT (will receive show mailings) TITLE _____ PHONE NUMBER _____ EMAIL ADDRESS _____ MOBILE PHONE NUMBER _____

MARKETING CONTACT TITLE _____ PHONE NUMBER _____ EMAIL ADDRESS _____

CORPORATE DIVISIONS (NOT PRODUCT LINES) TO BE LISTED IN THE OFFICIAL PROGRAM (attach separate sheet if necessary)

DESCRIPTION OF PRODUCTS AND/OR SERVICES TO BE DISPLAYED

COMPANIES FROM WHOM WE DESIRE BOOTH SEPERATION (attach separate sheet if necessary) (OTC Brasil will make every effort to accomodate your request)

PROVISIONS:

- A. The individual signing this agreement warrants that he/she has the authority to bind contractually the organization applying for exhibit space. The individual signing this agreement also warrants that the product brought to be exhibited qualifies for the exhibition. If OTC Brasil later determines that such product in fact does not qualify for the exhibition, OTC Brasil can cancel the space and contract without refunds.
- B. OTC Brasil may be held liable for loss, injury or damages sustained by exhibitor or exhibitors personnel (i.e., exhibitor's agents, servants, invitees, guests, or employees) only to the extent such loss, injury or damages are solely caused by the negligence or willful misconduct of OTC Brasil or its agents or employees, and not otherwise.
- C. OTC Brasil shall not be responsible for any loss business, loss of profits, injury, damage or expense, of whatever nature that the Exhibitor may suffer due to the event cancellation as a result of conditions that render the event impracticable. Causes of impracticability include, but without limitation, casualty, explosion, fire, lightning, utility interruption, flood, weather, epidemic, hurricane, tornado, earthquake or other acts of God, or any law, ordinance, rule or regulation, acts of public enemies, strikes, riots, or civil disturbances.
- D. The Exhibitor shall defend, indemnify and hold harmless the OTC Brasil, Quest Offshore Resources, OTC Brasil Sponsoring Organizations, their respective officers, directors, employees, agents, and each of them (collectively "Indemnitees"), with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys fees) which any of the Indemnitees may suffer or be subject to, and which are in any way connected with the Agreement or the presence by the Exhibitor, Exhibitor's personnel or any Exhibitor Appointed Contractor; provided, however that the Exhibitor's duty to indemnify, defend and hold harmless shall not extend to such claims, suits, damages, liabilities, losses, expenses, and costs (including any of the foregoing resulting from the Indemnitees' own negligence, including reasonable attorney fees) as are solely caused by the negligence or willful misconduct of the Indemnitees. The terms of this provision shall survive the termination or expiration of this Agreement.

ACCEPTED BY:

AUTHORIZED COMPANY REPRESENTATIVE _____ DATE _____ OTC BRASIL EXHIBITS MANAGER _____ DATE _____

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FOR OTC BRASIL MANAGEMENT USE ONLY

SFA

Company # _____ Priority # _____ Contract Received _____ Deposit Received _____
 Assugbed Booth # _____ T.S.M. _____ Dimensions _____ x _____ Check # _____

PAYMENT:

BY CHECK: Please make checks payable to OTC Brasil LLC in U.S. funds and mail to:

OTC (Re: OTC Brasil 2011)
222 Palisades Creek Drive
Richardson, TX 75080

For questions please contact:

Quest Offshore Resources
Telephone: +1 (281) 491-5900
Facsimile: +1 (281) 491-5902 (fax forms here)
Email: info@otcbrasil.org
Website: www.OTCBrasil.org

BY CREDIT CARD:

Visa Mastercard American Express Diners Club Credit Card Number _____ Exp. Date _____

Name (as it appears on card) _____ Authorized Signature (must sign contract) _____ Amount of Charge _____

Billing Address of Charge _____

Company Name _____ Company Phone Number _____



OTC BRASIL 2011 TERMS AND CONDITIONS 4 – 6 October 2011 • RIO Centro • Rio de Janeiro

1. CONTRACT

The following provisions, plus any additions and amendments (including Exhibit Regulations and the Exhibitor Services Manual) thereto that may hereafter be established by OTC Brasil, become binding upon acceptance of this contract between the Exhibitor, its employees and agents and OTC Brasil.

2. CHARACTER

OTC Brasil is undertaken by the sponsoring organizations primarily for the technical education of their members. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each exhibitor agrees to abide by the rules and regulations stated herein and as explicitly stated in the Exhibit Regulations.

3. PAYMENT/CANCELLATIONS/SPACE REDUCTION

A. Applications for space must be accompanied by a minimum 25% deposit. Space application without required payment will delay assignment.

B. Payment in full for exhibit space is due by 1 March 2011. Applications received after 1 March 2011 must include full payment for the size booth requested. Space applications received without required payment will not be processed nor exhibit space confirmed. OTC Brasil reserves the right to cancel and reassign any exhibit space for which an invoice remains unpaid for more than thirty (30) days after invoice due date. No exhibitor will be listed in the Conference Program or on the OTC Brasil official Web site, nor allowed move-in operations until full payment and a duly executed contract has been received by OTC Brasil.

C. After space has been confirmed and accepted, a reduction in space is considered a cancellation and will be governed by the same policies as outlined below. Reduction in space can result in relocation of exhibit space at the discretion of OTC Brasil.

D. Should an exhibitor cancel from the Exhibition, the following shall apply:

1. If an Exhibitor cancels between time of application and initial 1 September 2010 space assignment date, the exhibitor will receive a full refund.

2. If the Exhibitor cancels between the initial 1 September 2010 space assignment date and prior to 1 March 2011, the exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of contracted exhibit space.

3. If an Exhibitor cancels after 1 March 2011, the exhibitor will be assessed a cancellation penalty equal to 100% of the total contracted exhibit space.

4. If an Exhibitor cancels with an outstanding balance due, the exhibitor remains responsible for the entire balance due, plus reasonable attorney's fees to collect. Exhibitor will not be permitted to participate in future OTC Brasil events until all outstanding balances have been paid.

5. No refunds for exhibit space will be processed after 1 March 2011.

E. No cancellations shall be acknowledged unless received in writing by OTC Brasil. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.

F. Upon exhibitor notification of cancellation, OTC Brasil has the right to resell the space vacated.

G. No-Show Ruling: If an exhibitor fails to utilize the exhibit space and/or the space is vacant at the time of the published deadline for completion of installation, OTC Brasil reserves the right to consider the space to be cancelled and vacated. All requests for installations beyond the published installation completion deadline must be submitted to OTC Brasil in writing. Approval of late installation requests are at the discretion of OTC Brasil. Should OTC Brasil not be notified in writing, OTC Brasil reserves the right to resell the cancelled space and the contract will become null and void.

4. EXHIBIT SPACE ASSIGNMENTS

A. Exhibit space is assigned to the extent available on a first-come, first-served basis for 2011. In following years, exhibit space will be assigned based on the OTC Brasil Priority System, then a first-come, first-served basis. OTC Brasil shall assign the exhibit space for the period of the 2011 Exhibition only and does not imply that the same or similar space will be held or offered for future shows. OTC Brasil reserves the right to determine the eligibility of any company or product for inclusion in the exhibition. Priority Points for 2013 will be based on dollar value of exhibits and sponsorships.

B. Upon official space assignment, exhibitor will receive a Booth Confirmation Notice. Exhibit space assigned shall be deemed accepted by exhibitor unless reflected in writing to OTC Brasil.

5. SUBLETTING SPACE

No exhibitor shall assign, sublet, or apportion the whole or any part of the space allotted to him, nor exhibit therein, nor permit any other person or party to exhibit therein, any other goods, apparatus, etc., not manufactured or distributed by the exhibitor in the regular course of his business except upon prior written consent of OTC Brasil.

6. ITEMS INCLUDED IN THE COST OF SHELL SCHEME SPACE

A. Carpet, 2.20m shell scheme panels, spotlights, 1 power socket, exhibitor identification board, Space Only exhibitors receive space only.

B. Nightly vacuuming of the exhibit floor is included in space rates for indoor space only. Additional cleaning services are available as outlined in the Special Cleaning Form included in the Exhibitor Services Manual.

C. Ten Complimentary Exhibit Only Registration Passes, and One Complimentary Conference Delegate Registration Pass per 16 square meters of exhibit space will be allotted to each contracted company for purpose of registering booth personnel. This complimentary registration pass agreement applies to Space Only booths as well.

D. Discounted Exhibitor Registration rates for additional booth personnel.

E. Company listing in official Conference Program.

F. OTC Brasil will carpet all major aisles.

7. CHANGE OF FLOOR PLAN OR SPACE ASSIGNMENT

OTC Brasil reserves the right to change the floor plan design without notice. OTC Brasil may also move an exhibitor to another location prior to or during the show, if such change is deemed to be in the overall best interest of the exhibition by OTC Brasil.

8. INSURANCE

Insurance for fire, property, public liability, and theft must be taken out by each exhibiting company at its own expense. The insurance is to cover the full period of occupancy of the premises by the exhibitor, its agents and employees.

9. EXHIBITOR SERVICES

To ensure the configuration of a smooth installation, dismantling and operation during the Exhibition, Official Contractors will be appointed. Although full-time employees of the exhibitor-appointed contractors, other than the Official Contractors may be authorized to gain access to exhibition areas, exhibitors are urged to obtain required labor and services from OTC Brasil Official Contractors.

10. EXHIBITOR APPOINTED CONTRACTORS

Should Exhibitor choose to hire its own contractor(s) ("Exhibitor Appointed Contractor") to provide services to Exhibitor in connection with the Conference, Exhibitor shall obtain a Certificate of Insurance for each Exhibitor Appointed Contractor confirming that such Exhibitor Appointed Contractor carries at least Two Million Dollars in liability insurance coverage and has named OTC Brasil LLC as an additional insured on such insurance policy(ies). Exhibitor shall provide a copy of such Certificate of Insurance to OTC Brasil.

11. LEAD/DATA RETRIEVAL SYSTEMS

Exhibitor understands and agrees that in exchange for its payment, it will receive solely the right to use the exhibit space. Exhibitor may use the Official Contractor for Lead/Data Retrieval System to collect information regarding persons who visit its exhibit space. The information collected with the Lead/Data Retrieval System however, is for the sole use of the company or business organization that collects it. Exhibitor understands and agrees that, under the terms of its license, it may not attempt to develop a compilation of attendees and/or other participants of OTC Brasil by exchanging any lead information collected at the conference with other attendees, exhibitors and/or other participants at the Conference. Exhibitor understands and agrees that the compilation of the attendees and/or other participants of the Conference is sole property of OTC Brasil and that OTC Brasil offers that compilation for sale. Exhibitor agrees that it will not use any lead data collected at the Conference to attempt to develop a compilation of attendees and/or participants that would be competitive to, or could be used in lieu of, the compilation that OTC Brasil offers for sale.

12. EXHIBITOR SERVICE MANUAL

Approximately 5 months from the Exhibition, OTC Brasil will prepare an Exhibitor Services Manual which will be produced electronically and available on the official OTC Brasil website. The Exhibitor Services Manual will include information integral to participation at the Exhibition, including, but not limited to additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, etc.

13. AMENDMENTS

Any and all matters and questions not specifically covered by the articles in this Contract or in the official Exhibit Regulations shall be subject to the decision of OTC Brasil and may be amended at any time by OTC Brasil in the overall best interest of the Exhibition and notice thereof shall be binding on the exhibitors equally with the foregoing in this Contract.