

GENERAL TERMS & CONDITIONS

1) VENUE & DATES

LAAD SECURITY 2012, will be held on April 10-12, 2012, at RIOCENTRO, Rio de Janeiro, Brazil. The organizers are Clarion Events Brasil Exibições e Feiras Ltda.

2) CONTRACT OF EXHIBIT SPACE

Booth space will be contracted solely to exhibitors or their representatives, as previously accepted by the organizers.

A) Booths may not be sublet or used by any third parties except exhibitors or their accredited representatives.

B) The organizers will ensure that contracted space is properly used during assembly, dismantling and the event itself. The organizers reserve the right to clear any contracted space not put to proper use and charge removal expenses to the offending exhibitor. No such exhibitor will be entitled to a refund.

C) Exhibitors will bear sole liability for any loss or damage and must purchase suitable insurance cover for this purpose.

D) If any exhibitor decides for whatever reason to desist from the commitment to contract space the exhibitor or its representative must immediately notify the organizers, without prejudice of the financial obligations undertaken. Such exhibitor will be released from the obligation to pay past-due installments only if the organizers are able to let the space to another exhibitor and receive the payments that refers to the contracted space. Otherwise, the exhibitor will remain in charge of the contractual charges assumed.

E) If any exhibitor fails to comply with these terms and conditions or to pay the monies due as and when agreed, the organizers reserve the right to cancel the contract of space to that exhibitor and remove its wares and employees from the venue in order to let the cleared space to another exhibitor. Such measures will not prevent the organizers from collecting any monies due.

F) The organizers will consider vacant any space not occupied by the exhibitor forty-eight (48) hours before the event opens its doors to the public and may authorize the use of such space by another exhibitor without incurring any obligation to refund or compensate the original lessee.

3) PAYMENT

The Exhibitor shall pay the Organiser in accordance with the payment details set out in the Contract for Space. The Organiser reserves the right to refuse to let the Exhibitor occupy the Space if the Organiser has not received cleared funds of all payments due from the Exhibitor before the due dates.

The Exhibitor shall pay all other sums due to the Organiser within 7 days of the date of the Organiser's invoice for each sum. If the Exhibitor pays the Organiser by credit card, an administration charge of 2% (inclusive of VAT) shall be added to the payment, which the Exhibitor shall pay in addition.

All Exhibitors who are not domiciled in the United Kingdom shall make all payments by credit card, bank transfer or by sterling cheque or bank draft drawn on a bank in the United Kingdom.

If there is any payment still due to the Organiser less than fourteen days before the opening of the Exhibition, the Exhibitor shall pay the Organiser by bank transfer or credit card. The Organiser reserves the right to refuse cheque payments. The Exhibitor shall not be entitled to withhold any payment in whole or in part on the ground that it has a claim, counterclaim or set-off against the Organiser.

4) BOOTHS & EXHIBITS

A) One model of shell scheme will be provided by the organizers. It may not be altered in terms of visual appearance, lettering or signage.

Shell Scheme description: Modular Shell structure in aluminium, complete with side walls, back wall and fascia board; Installation of 3 spotlights (100 watts), per each 9sqm; Carpet (gray) directly on floor space; Company name and booth number on fascia board; One round table, two chairs, wastepaper basket, 1 fire extinguisher per each 20sqm and electric consumption of energy of 1 KVA per each 9sqm.

B) Booth designs must be submitted in writing for prior approval by the organizers.

C) Scale drawings of booth design must include a floor plan and cross-section showing layout details, materials, colours, furniture, lighting, displays etc. with all relevant dimensions, weights and support points for verification of maximum load capacity.

D) The organizers reserve the right to order changes to or have removed from any booth all items that do not comply with the specifications in the design as submitted and approved and to remove any booth that does not comply with the terms and conditions governing the exhibition, including the default assumptions incurred by the exhibitor. The offending exhibitor will be liable for any expenses thereby incurred.

E) Exhibitors may distribute promotional material only at their own booths. F) The organizers reserve the right to refuse objects considered hazardous, capable of causing damage, in any way unsuitable, not part of the exhibitor's product line or that of an associated company or not specified in the plans approved for the booth.

G) Booth repairs and alterations may be carried out only when the exhibition is closed to the public and with the prior consent of the organizers.

H) The organizers reserve the right to sell or otherwise dispose of all items still on the exhibition premises after 6 p.m. on April 13, 2012. Exhibitors are responsible for arranging and paying for transport of their material.

5. PROHIBITED ITEMS AT Clarion Defence & Security UK Ltd (Clarion Events Brasil Exibições e Feiras Ltda)

Compliance and Eligibility to Exhibit

A. Equipment, Services and documentation exhibited or promoted.

1. Equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed, must comply with UK Law and the UK's international undertakings, EU/UN Law and EU/UN international undertakings.

2. The following equipment and services are prohibited at LAAD SECURITY 2012:

- a. Goods designed for the execution of human beings, as follows:
 - i. Gallows and guillotines
 - ii. Electric chairs
 - iii. Air-tight vaults made of eg, steel and glass, designed for the purpose of execution of human beings by the administration of lethal gas or substance
 - iv. Automatic drug injection systems designed for the purpose of execution of human beings by the administration of a lethal chemical substance
- b. Restraints specifically designed for restraining human beings, as follows:
 - i. Leg irons, gang chains, shackles¹ and individual cuffs or shackle bracelets except those that are ordinary hand cuffs²
 - ii. Restraint chairs unless designed for disabled persons
 - iii. Thumb cuffs and thumbscrews including serrated thumb cuffs.
 - iv. Electric shock belts
- c. Portable devices designed or modified for the purpose of riot control or self-protection by the administration of an electric shock, including electric-shock batons, electric-shock shield, stun guns and electric shock dart guns (including Tasers) and components specifically designed or modified for such purposes.
- d. Hand-held spiked batons
- e. Landmines and anti-personnel mines.
- f. All cluster munitions³, explosive submunitions⁴ and explosive bomblets⁵ other than those munitions described at paragraph h.
- g. Components specifically designed for cluster munitions, explosive submunitions or explosive bomblets, other than those described at paragraph h.
- h. The exclusion at paragraph f does not apply to the following conventional munitions:
 - i. a munition or submunition designed to dispense flares, smoke, pyrotechnics or chaff; or a munition designed exclusively for an air defence role
 - ii. a munition or submunition designed to produce electrical or electronic effects
 - iii. a munition that has all of the following characteristics:
 - (i) each munition contains fewer than ten explosive submunitions
 - (ii) each explosive submunition weighs more than four kilograms
 - (iii) each explosive submunition is designed to detect and engage a single target object
 - (iv) each explosive submunition is equipped with an electronic self-destruction mechanism
 - (v) each explosive submunition is equipped with an electronic self-deactivating feature

Footnotes:

- 1 Shackles designed for restraining human beings having an overall dimension including chain when measured from the outer edge of one cuff to the outer edge of the other cuff of between 240mm and 280mm when locked.
 - 2 Ordinary handcuffs are handcuffs which have a dimension, including chain, measured from the outer edge of one cuff to the outer edge of the other cuff of between 150mm and 240mm when locked and which have not been modified to cause physical pain or suffering.
 - 3 Cluster munitions means conventional munitions designed to disperse or release explosive submunitions.
 - 4 Explosive submunitions means conventional munitions, weighing less than 20 kilograms each, which, in order to perform their task, are dispersed or released from another conventional munition and which are designed to function by detonating an explosive charge prior to, on or after impact.
 - 5 Explosive bomblets means conventional munitions, weighing less than 20 kilograms each, which are not self-propelled and which, in order to perform their task, are specifically designed to be dispersed or released by a dispenser affixed to an aircraft, and are designed to function by detonating an explosive charge prior to, on or after impact.
Note: Services in respect of the list of prohibited equipment are also prohibited.
3. Compliance audits will take place before and throughout LAAD SECURITY 2012 to ensure that equipment, services, documentation and all other forms of visual promotion and display exhibited comply with the above-mentioned undertakings.
4. Exhibitors promoting or exhibiting prohibited items, either overtly or covertly during the exhibition, will be in breach of their contract with the organizers and will forfeit their right to exhibit at LAAD SECURITY 2012. The Organisers will take appropriate action which may involve the removal of equipment, documentation and/or visual promotional material from the stand into safe custody. The stand may be closed immediately and the exhibitor will have no claim for redress against the Organisers, nor any refund for loss of fees.

5. Exhibitors will not be permitted to exhibit if their sole or predominant aim is to import for immediate resale.

6. The Organisers reserve the right to make the final decision concerning the eligibility of exhibits and matters of compliance.

B. Exhibitor registration & accreditation.

All personnel attending LAAD SECURITY 2012, including exhibitors' stand personnel, representatives, guests, contractors/subcontractors (stand build and services) and security personnel who will be working on stands and hospitality areas, must be pre-registered to attend LAAD SECURITY 2012. It is the responsibility of the exhibitor to check the bona fides of all personnel that they register to attend LAAD SECURITY 2012. All exhibitors must inform the Organisers of any private security officers or security officers from their own company who may be onsite during LAAD SECURITY 2012. The exhibitor takes responsibility for the bona fides of such security officers, including Security Industry Association licensing checks, where applicable. Security Officers employed by exhibitors have jurisdiction on their tenancy areas only and are not permitted to carry out any duties elsewhere within Rio Centro. Information regarding exhibitors' security and licensing is to be provided to the Organisers on request. Security Officers and Police Officers employed by the Organisers and Organisers Security Management have primacy in all matters concerning breaches of security and have right of access to all tenancy areas.

6) FEES

Without damage of the due payments by the exhibitors on the basis of the contracted space:

A) Exhibitors pay electric energy consumption according to the figure estimated on the booth project presented to the organizers. If the electric energy consumption measured by the organizers during the show exceeds the above number the exhibitors pay the measure electric energy consumption.

B) Exhibitors that contract shell scheme package will be charged of electric consumption of energy excess upon contracted.

C) The exhibitors should send to the organizers, forms that refers to services, fees and equipment specified in the Exhibitor Manual.

7) CONSTRUCTION & PREFABRICATION

A) All work performed in Brazil must comply with Brazilian law. This applies to all exhibitors as well as their agents, contractors and subcontractors.

B) All work not in compliance with the law will be stopped. In the event of conflicting interpretations the organizers will take a final decision after consulting the competent authorities. The organizers will not be liable for any extra expenses or delays resulting from infringement of the law.

8) SERVICES

A) The exhibition venue is lit by electricity. No source of light or power may be used without the consent of the organizers.

B) Electric power will be supplied by the organizers or contractors specifically designated by them.

C) Electrical wiring and other in-booth power systems will be inspected by representatives of the local authorities for compliance with the law and regulatory requirements.

D) Power supply must not be connected to in-booth distribution boards by anyone except the organizers or contractors specifically designated by them. E) All wiring and other electrical systems must be installed in accordance with load availability.

F) Any infringement of these terms and conditions will entail immediate suspension of service. In the event of conflicting interpretations the organizers will take a final decision after consulting the competent authorities. The organizers will not be liable for any extra expenses or delays resulting from such infringement.

9) INSURANCE

A) Exhibitors must purchase insurance cover for the specific liabilities deriving from these terms and conditions, as well as general liability insurance to cover any involuntary damage to third parties. The organizers may ask to verify exhibitor insurance policies. The organizers disclaim any liability for the safekeeping of articles of whatever kind brought on to the exhibition premises by exhibitors, their staff or any other persons. Exhibitors are advised to ensure that all such articles are fully covered by appropriate insurance.

B) Each exhibitor undertakes to indemnify the organizers or their representatives against liability to RIOCENTRO, public authorities, agencies of the Brazilian Government and any other exhibitor for litigation, law suits, disputes, complaints or claims of any kind resulting from action or omission by the exhibitor, its agents or employees.

C) The organizers or their representatives reserve the right to detain on the exhibition premises the belongings of any exhibitor who has debts of any kind to the organizers or is the object of claims for damages.

10) SECURITY

A) Every booth must have one (01) fire extinguisher of a type approved by the organizers per 20 square meters of space occupied.

B) No liquid or vapour with a combustion point below 540°C (1300 F), no explosive or corrosive substance and no notoriously hazardous material may be brought into the exhibition hall.

C) Exhibitors must take all necessary precautions to ensure that the aggregate weight of items displayed does not exceed the load capacity of the floor, which is 1,500 kilograms per square meter.

11) DAMAGE

A) Each exhibitor will be totally liable for loss and damage caused by any action or omission by the exhibitor, its agents, employees or contractors to the property of RIOCENTRO, other exhibitors or third parties and must immediately repair or replace any loss or damage or pay compensation, as appropriate.

B) Each exhibitor will be equally responsible for damage caused to areas with gardens or landscaped effects and must immediately repair or replace any damage or pay compensation, as appropriate.

C) No exhibitor may modify or in any way affect the structure of the exhibition building.

D) Exhibitors undertake to pay for cleaning of the areas occupied so as to leave such areas as they were found at moving-in, with no stains of oil, paint, grease or other substances and no vestiges of any damage for which exhibitors are responsible.

E) The direct exhibitors will be in charge for the indirect exhibitors who will be exhibiting on their stand.

12) COMPLIANCE

Exhibitors and all persons directly or indirectly employed by them are obliged to comply with these terms and conditions. Any doubts or disputes that may occur, whether or not covered hereby, will be submitted to the final decision of the organizers.

13) CANCELLATION OF EXHIBITION BY ORGANIZERS

A) Should the exhibition have to be cancelled, reduced or modified in its characteristics for reasons of force majeure, all amounts paid by exhibitors will be refunded in proportion to the changes made.

B) The organizers reserve the right to change at any time the overall plan of the exhibition hall and/or the location of individual booths within it. In any such cases the organizers will offer compensation proportional to the contract for the space in question but will not accept liability for any other expenses incurred.

14) EXHIBITOR WITHDRAWAL – CANCELLATION TERMS

A) 50% cancellation charge is levied for any withdrawals until 10 October 2011.

B) 100% cancellation charge is levied for any withdrawals from 10 October 2011.

15) APPLICABLE LAW AND DISPUTE RESOLUTION

For LAAD SECURITY 2012 the validity construction and performance of the Agreement shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.

16) LIABILITY

The Organisers shall not be liable for any costs, charges or losses sustained or incurred by the Exhibitor arising directly or indirectly from any action taken by the Organiser against the Exhibitor in the enforcement of these terms and conditions.

The Exhibitor shall be liable to pay to the Organiser, on demand, all reasonable costs, charges or losses sustained or incurred by the Organiser (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Exhibitor's fraud, negligence, failure to perform or delay in the performance of any of its obligations under these terms and conditions, subject to the Organiser confirming such costs, charges and losses to the Exhibitor in writing.