

Broadcast, Cable & Satellite eurasia 2008 – a CeBIT Event –

20 - 23 November 2008, Istanbul Expo Center, Yesilkoy, TURKEY
12th International Trade Fair and Conference for Satellite Communication, Cable,
Broadcasting and TV Content

APPLICATION FORM and CONDITIONS OF PARTICIPATION

**Take advantage of our EARLY BOOKING
10 EUR per sqm is discounted and best allocation offered until April 30th, 2008**

Registration Deadline: 30th of September, 2008

1. CONTRACTING PARTIES

ORGANIZER

Hannover-Messe International Istanbul
Uluslararası Fuarçılık Limited Sirketi

*Please complete, sign and return via fax transmittal
this form to:*

Hannover-Messe International Istanbul
Büyükdere Cad. C.E.M İis Merkezi No: 23 Kat:3
Şişli – Istanbul, Turkey
Tel: + 90 212 334 69 00
Fax: + 90 212 334 69 34
e-mail: orkan.hatipoglu@hf-turkey.com

EXHIBITOR

Company Name: _____

Contact Person: _____

Street: _____

P.O.Box: _____

ZIP/City/Country: _____

Telephone: _____

Fax: _____

E-mail: _____

Webpage: _____

2. STAND AREA REQUIRED:

Option	Price per sqm	Stand Area (Front width x Depth= Total sqm)	Total Payment
Option I Raw space only (min. 12 sqm)	EURO 160,-/sqm + VAT*		
Option II Space + Stand Construction (min. 12 sqm)	EURO 175,-/sqm + VAT*		
Option III Space + Stand with furniture (min. 12 sqm)	EURO 190,-/stand + VAT*		
Registration fee (obligatory for all exhibitors)	EURO 200,-/stand + VAT*		EURO 200,- + VAT*

* Value Added Tax (VAT): 18 %

3. PAYMENT PLAN:

Installment Payment	Date	Amount	Payment Mode (Visa/Master card, bank transfer)
1st Payment (50% of total participation fee + registration fee due at date of application)			
2nd Payment (50% due on 30 th September 2008)			

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4. BANKING ARRANGEMENTS:

Please remit your payment to:

Garanti Bank Galatasaray Branch / Istanbul

Account No.: 9000418 (US\$),
9099251 (EURO),
6200042 (TL)

Swift Code: TGBATRISXXX

Code: Hannover Messe-International Istanbul Ltd.

5. RULES THAT EXHIBITING COMPANIES SHOULD STRICTLY FOLLOW

- Companies with special settings, are allowed only for a stand construction of max. 4 m height. Double floor stand construction is not allowed.
- For an unhidden tour of all stands by the visitors, the companies with special settings are allowed to close max. 30 % of per stand siding facing to the corridors. So the corridor, on which the visitors taking their tour, must be open in 70 %. Until 30.10.2008 Thursday, you have to make your stand projects definite and receive from us the approval for it. **The exhibitor has to construct his stand without blocking the reach of the stands around.**
- The sound level will be allowed max. 80 dBA. The organiser has the right to break the electricity, if the companies do not follow this regulation after they notified once. The organizer company is not responsible for any damage, that results from this enforcement.

6. BUSINESS SECTOR

- Satellite Communication Equipment
 Satellite Communication Services
 Broadcast and Broadband Communication Systems
 Communication Service Providers
 Radio Communication Systems
 Cables
 Video, Audio, Light Systems
 TV Program & Films
 Others _____

- Manufacturer Exporter Importer Wholesaler Publisher
 Others _____

7. SIGNATURE OF LEGALLY AUTHORIZED PERSON

We hereby agree to participate in Broadcast, Cable & Satellite eurasia – a CeBIT event - in the year 2008 under the Conditions of Participation set out in the following of this contract.

Name of legally authorized person:

Title:

(Please print first name and surname)

Stamp & Signature:

Place, Date:

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The following Specific and General Conditions for Participation in Broadcast, Cable & Satellite eurasia 2008 – a CeBIT Event – become legally binding in all points with the exhibitor's application to the event. They form the legal basis regarding participation in the event.

I. Conditions of Participation

1. Organizer

Hannover-Messe International Istanbul
Uluslararası Fuarçılık Limited Sirketi
Büyükdere Cad. C.E.M. İş Merkezi No: 23 Kat: 3
Şişli - Istanbul, Turkey
Hereinafter called organizer.

2. Location

Istanbul Expo Center, Halls 9 -10 Yesilköy – İstanbul Turkey.

3. Date of Event

20 – 23 November 2008

4. Participation Fees

Option I:

Raw space (min. size 12 sqm)
EURO 160, -/sqm + VAT

Option II:

Space + Stand Construction (min. size 12 sqm)
EURO 175,-/sqm + VAT (including services in § 5.2)

Option III:

Space + Stand with furniture (min. size 12 sqm)
EURO 190,-/sqm + VAT (including services in § 5.3)

Registration Fee: Obligatory for all exhibitors
EURO 200, -/stand + VAT

5. Service Packages

5.1. General Services included in the participation fee of Option I, II and III

- General decoration and illumination of the fairground
- General cleaning and security service
- Promotional material for your individual invitation campaign
- Comprehensive Service Manual
- Standard entry in the bilingual fair catalogue
- One free sample of the official catalogue

5.2. Special Services included in Option II only

- Shell scheme stand with rear and side walls
- Carpet
- 1 spotlight 100 W per 4 sqm
- 1 electrical outlet 220 V, 50 Hz, 2 kW (Energy consumption will be charged separately)
- Fascia with company lettering

5.3. Special Services included in Option III only

- Shell scheme stand with rear and side walls
- Carpet

- 3 chairs and 1 table
- 1 spotlight 100 W per 4 sqm
- 1 electrical outlet 220 V, 50 Hz, 2 kW
- Fascia with company lettering

5.4. Other services charged separately

- Recommendation of a forwarding agent for the transportation of the exhibits
- Travel and accommodation offer
- Additional booth equipment
- Interpreter and stand personnel service
- Translation, printing and office services
- Catering service
- Electricity fee per Kw for the stand in Option I

The extent of the services covered by the participation fee is stated above in § 5.1, § 5.2 and 5.3 of these Specific Conditions for Participation and can be also found in the Service Manual. All additional services, which are not included in the participation fee, are charged separately and will be invoiced according to the extra order of the exhibitor during the show.

6. Value Added Tax

All prices are subject to statutory value-added tax, where applicable. Important for foreign exhibitors: In many cases, foreign firms can reclaim the value-added tax. The following prerequisites must be met:

1. The applicant's own country must reciprocate, i.e. refrain from levying VAT or similar tax on Turkish companies or at least allow for subsequent refunds;
2. The application must be made within the prescribed time limit, i.e. no later than 6 months after the end of the calendar year in which the trade fair was held.

7. Time of Payment

A deposit of 50% of the total participation fee and a registration fee of EURO 200, - + VAT become due with the application of the exhibitor and must be submitted to Hannover-Messe International Istanbul (HMI) together with the application form. The 50% deposit and the registration fee will be invoiced by HMI with the confirmation of the application. The balance is due six weeks prior to the opening of the show. Both amounts become due for payment immediately after receipt of invoice.

8. Catalogue Entry

Catalogue order forms, which are included in the service manual sent by the organizer should be filled in and sent back to the organizer in due dates written on the forms. Information given in point 1 and 5 of the application form will be used as the exhibitor's official catalogue entry in case the organizer does not receive the catalogue entry form from the service manual in due time.

II. General Conditions for Participation

1. General Conditions

The Specific Conditions for Participation in Broadcast, Cable & Satellite eurasia 2008 – a CeBIT Event – (Part I) as well as the following General Conditions for Participation refer to the allocation of display space by Hannover-Messe International Istanbul to companies exhibiting in the event, insofar as the contractual partners have not made contrary agreements in writing. Transfer to a third party of the rights and obligations

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resulting from this contract are permissible only if the Conditions for Participation provide for this possibility.

2. Conclusion of Contract

Application for a stand is made by filling in and returning the application forms. Confirmation of the application by the organizer constitutes conclusion of the rental contract between the exhibitor and the organizer. One month prior to the show, the organizer allocates the exact stand size and position to the exhibitor by sending the Stand Acceptance. If the contents of the Stand Acceptance deviate from the exhibitor's application or the organizer's confirmation, the contract is based on the stand acceptance.

3. Stand Space Allocation

The organizer allocates stand space. Insofar as the event is subdivided into specialist trade fairs, the allocation is made - if possible - according to the compatibility of the exhibits.

The organizer reserves the right to deviate from the stand confirmation and to allocate a stand in a different location, to alter the size of the stand, to re-locate or close entrances and exists to the exhibition grounds and the halls, and to carry out any other structural alterations providing it has a substantial interest, in such measures as a result of special circumstances.

4. Stand Construction and Design

a) Stand Type I – Exhibitors with contract for free space without construction, are responsible for the design and safety of stands and must be in accordance with the general rules and technical regulations of the organizer. The exhibitor shall be obliged to get the approval for appropriateness of his project measures with the fair arrangement and 3-D projects by the organizer. The organizer is entitled to approve the projects or not. To avoid any disagreements with the neighboring stand constructions, the neighboring companies should be in touch with each other. The organizer is not responsible for disputes caused from height difference between the neighboring stands, even if it is appropriate the mentioned construction standards. The company, which stand is higher as the neighboring stand, has to overlay his height facing to the neighboring stand with an appropriate covering. By projects without approval and not appropriate with the technical conditions, the organizer is entitled to intervent, stop or not to allow the construction.

b) Construction height: Stand Type I – The stand construction height of companies, that will construct special settings, is max. 4 m. Construction of double floor is not allowed. Stand Type II – By participation with constructed stands, the height of standart stand must be 2,48 m.

c) For a unhidden tour of all stands by the visitors, it's allowed to close max. 30 % of per stand siding facing to the corridors. So the corridor, on which the visitors taking their tour, must be open in 70 %. In case of productions on the fair ground without approved projects, the organizer has the right to intervent, stop and unbuilt; this decision of the organizer is absolutely decisive. In case the exhibitors occupy more place as defined in the contract in max. height and stand m2 and continue to occupy however they received a notification by the organizer, so these exhibitors have to pay as penalty for this occupied spaces and for irregular construction an amount of five (5) highest price. The organizer reserves the right to undertake all amendments on the fair ground, that he regards as necessary by the planning principles mentioned in the contract. So the exhibitor has not the right of renouncement

his participation at this fair for that reason. In case of a renouncement, the exhibitor is obliged to pay the fair participation fee in full amount. Even the projects already approved by the organizer, in consequence of its presence, breathe, smoke, resonance and reasons whatever, with the request of the organizer the exhibitor is obliged to put the materials and productions out of the fair ground, that not comply with the general regulation and concept of the fair. If the exhibitor fails to fulfill this request of the organizer, the organizer will undertake the necessary regulation on behalf and account of the exhibitor and the cost concerning this handlings will be invoiced to the exhibitor, who caused this circumstances. The exhibitor is obliged to pay the mentioned the invoice in cash.

d) Until 30.10.2008 Thursday, exhibitors have to make their stand projects definite and receive the approval from the organizer. The exhibitors have to construct their stands without blocking the reach of the stands around. For the fire security, the stand construction has to be planned in such way, that the front of the fire boxes are free and available for use at any moment. The top of the fire boxes should not surfaced with any material. Also the air condition grates should be let open due the same regulation.

e) The sound level will be allowed max. 80 dBA. The organiser has the right to break the electricity, if the companies do not follow this regulation after they notified once. The organizer company is not responsible for any damage, that results from this enforcement. In case these regulations are not followed, the organizer has the right to intervent, stop or not to allow the construction of the stand.

f) The exhibitor is liable for all damages caused to the ground installations, wall and ceiling.

g) The organizers do not accept any responsibility for the stands, whose dismantling did not start until off loading time.

h) The organizer ist not responsible for the exhibition good and stands, which are not dismantled on the mentioned dates in the contract. The storage of the mentioned goods will be undertaken by the official forwarder company. The transportation and storage fee will invoiced to the exhibitor.

i) The organizer will deliver the electricity energy with the power as requested by the exhibitor, at any/ shown place with open cusps. The exhibitor is left to his own devices to realise the electricity distribution, lightning.

i) The "Exhibitor Manual" with all its rules and regulations, is an essential part of this contract, which will be sent by the organizer to all exhibitors after signing this contract and includes the general and technical rules to be observed on the fair ground.

j) Stands, which are not handled over to the exhibitor or its personal last day before the fair opening, can be disposed in other way with any claim of the exhibitor.

k) The organizer is responsible to lay a electricity cable at an appropriate place in the stand from the electricity support. A panel with automatic insurance, timepiece and protection, will be supplied by the exhibitor at first, then the inner stand distribution will be realised from this panel. All necessary basic facilities for the stands (installation for water, electricity, telephone) are given in the drains on the fair ground. Before you begin with the construction of your stand, please be sure that these basic facility drains are given in your stand area. Furthermore it's recommend to leave a pathfinder between your stand and the drains, that doesn't disrupt the basic facility services.

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5. Security

Although the organizer is responsible for the general security on the fair ground (fair ground and the car parking), in fact of the area size and cram, the organizer is not able to give a guarantee for the security and is not liable for it. Beginning with the fair preparatory period, within the fair period and while the dismantling of it, the organizer is not liable for damages, loss and loss of life caused by circumstances like fire, natural and social disaster, steal etc. The exhibitor onself is responsible for the security of its stand, exhibition goods and equipment. Under the conditions to inform the organizer in written form and to pay the fee for it, the exhibitor can agree with private security firms. Especially in the construction and dismantling phase of the stands the security risk of the materials will become more important. The exhibitor is responsible to adopt measures. Valuable articles, easily take aparted and moved materials should be preserved at night in a locked box.

6. Stand Personnel, Exhibits and Direct Sales

The exhibitors have to specify severally and entire definitions of all goods, that exhibit at the stand. The exhibitor shall ensure special consulting during the fair. Inflammable, strongly odorous goods or goods whose demonstration involves noise may only be exhibited when permission has previously been given by the organizer. During the fair, it is not allowed to remove exhibition pieces from the stand. Sales affected by handing over a product or receiving money for a product (direct sales) are not permitted. The same applies to services for which a charge is made. Any possible exceptions to this rule are given in the specific conditions for each event. The transport and setting up of the exhibition goods and stand equipments to the exhibition stand and back and other activities in this context shall be the concern of the exhibitor exclusively. Any liability what so ever on the part of the organizer shall be excluded. The exhibitor is entitled to conduct interviews only on his own stand.

7. Transports, Setting-Up and Dismantling of Exhibits and Stand Design

Due to the organization reasons and to the advantage of the exhibitors, all kind of loading, off loading, storage, carriage, packing on the fair ground, will be solely undertaken by one firm, and the costs will be invoiced to the exhibitor. It will be selected by tender according the free competition regulations and appointed by the organizer; the official freight forwarder of the fair will be informed to the exhibitors in the exhibitors manual. Upon request the organizer will inform the exhibitors about the services and costs of the official freight forwarder.

8. Co-exhibitors and Companies Represented

The organizer is entitled to approve the co-participation of other companies with the main exhibitor. In this case, all contract articles are applied also to the co-exhibitor. Furthermore it is required to inform the co-exhibitor to the organizer with a attached application form or after that in written form. Only under the condition mentioned below, the joint use of a stand area will be accepted:

- The co-exhibitor his own goods and personnel alongside the exhibitor, with whom he participated.
- The co-exhibitor or companies represented have to display their own goods and representation materials.

All documents regarding the fair (confirmation of the participation and stand, Exhibitor manual etc.) will also be sent to the co-exhibitor.

9. Terms of Payment

The payment includes the stand area, entry in the official fair catalogue and ID badges of the participant. All invoices are to be paid without any deduction in USD, EURO or YTL. The payment must be made by transfer to the bank account stated in the first page of the contract and in the invoice. The organizer reserves the right to charge default interest of 10 % on delayed payments. If the payment conditions will be failed by the exhibitor, the organizer is entitled to overlook the application or renounce the contract or to put the stand areas for another way of use. In such cases, all liability of the exhibitor to the organizer due the contract is valid. The Exhibitor renounced from all his objection rights like nonpayment, set-off etc.

10. Reservations

All services are provided within the limits imposed by the facilities available. All rules and regulations as different participation conditions or additional restrictions of host country's public authorities always have priority. The organizer is not liable for any damages or other disadvantages, which appears by the Exhibitor hereby. Given serious cause (e.g. force major, natural disaster, war, chaos, riots, strikes shortage/interruption of traffic and/or communication services), the organizer is entitled to change the place and date of the organisation, to curtail, extent or close it temporarily in whole or in part, or cancel it. In this case, the Exhibitor has not the right for damage indemnity. In the event of complete or partial postponement or of curtailment, the contract is regarded as valid for the new date and the new duration unless the exhibitor objects in writing within a period of 2 weeks after notification of the alteration.

11. Insurance and financial responsibility

The participant is responsible for the risk insurance that covers all the risks especially like damages, burglary of the displayed goods during the transportation and organisation. Including the damages/ losses to the building or equipment of the buildings on the fair ground, the participant is liable for all damages/ losses – incl. caused to the third persons for the reason of his participation.

The organizer is not responsible for any damages caused to the objects and persons, except in situations the intent or gross negligence of the organizer, his statutory agents or implementing personnel is proven. In this case the burden of proof belongs to the Exhibitor. Including the several duties regarding decoration, the organizer is not liable for the damages or burglary of the displayed goods. Furthermore, with the participation conditions acceptance by the Exhibitor, the organizer is exempt from all possible revoking of third persons. Except the intent or gross negligence actions of the his own personnel, which he's obliged to assume it, the organizer is not liable for any damages or losses caused by incorrect informations regarding showing of Exhibitors places, construction of stands or catalogue entries.

13. Withdrawing from participation

If the exhibitor becomes involved in composition or bankruptcy proceedings, the organizer is entitled to withdraw from the contract. In this case the Exhibitors are obliged to inform the organizer of such proceedings immediately. Following conditions will be also valid. If the Exhibitor will deny displaying the goods or services on his allowed stand until September 30, 2008 30 % of the participation fee, up to November 6, 2008 100 % of the participation fee will be paid. To allow the space (not used by the exhibitor) without additional fee to another contracted exhibitor by the organizer, will not determined as a "new rental".

13. Supplementary Provisions

Constituent parts of the rental contract are the Regulations for the Exhibition Grounds, the list of goods (nomenclature), and the organizational, technical and other rules (exhibitor service manual). In particular the conditions listed in the service manual apply, which stipulate specific services as obligatory in connection

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with the event (e.g. entry in the catalogue, exhibitor identity cards).

14. Claims, Procedure, Place of Performance and Place of Jurisdiction

This contract is governed exclusively by Turkish law; the Turkish text is authoritative. Consequently, the rights and obligations of the contracting parties are solely subject to the law of the Republic of Turkey.

Place of performance and jurisdiction is Istanbul. The Central Courts and Execution Offices of Beyoğlu (Istanbul) have jurisdiction over disputes arising from this contract.

Mutual agreements between the two contracting parties, which deviate from these Conditions or from any supplementary regulations, must be in writing; facsimile signatures suffice.

If a stipulation of this contract is or become invalid, the other stipulations shall not be affected by this invalidity.

All claims by the exhibitor against the organizer must be lodged in writing. The period of limitation is 6 months starting from the closure of the event.

16. Notification Procedure

The exhibitors address which is stated in the article 1 of this contract under “Contracting Partners”, will be used as the notification address in case of the disputes arising from this contract. In case of a change in this address of the exhibitor should be notified in writing to the organizers 1 week after the change took place, otherwise the address stated in the article 1 of this contact under “Contracting Partners” is valid.