



ARCTIC TECHNOLOGY CONFERENCE

APPLICATION/CONTRACT FOR EXHIBIT SPACE

3-5 December 2012 • George R. Brown Convention Center • Houston, TX USA

This is an application for exhibit space at the 2012 Arctic Technology Conference in Houston, Texas, which will become a binding contract if the potential exhibitor satisfies ATC exhibitor requirements and if such application is accepted by ATC. The undersigned company (the "Exhibitor") does hereby make application to participate as an Exhibitor in the 2012 Arctic Technology Conference to be held at George R. Brown Convention Center, 3-5 December 2012. We request ATC 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.

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, ATC reserves the right to place the exhibitor in a like configuration in the best available location.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____

Space Requirements: Minimum 100 sq. ft. (10' x 10') Requested Exhibit Configuration: Standard (Linear) Island Peninsula
Floor Space Only: \$28/sq.ft. Total Square Feet:

(Includes drapes and freight. See item 6 of Terms and Conditions for details.)

Total Square Feet Requested: _____ x US\$28.00 per square foot = US\$: _____

TOTAL EXHIBIT SPACE COST = US\$: _____

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

100% Due On or Before 3 September 2012 = US\$: _____

EXHIBITOR INFORMATION

EXHIBITING COMPANY INFORMATION

EXHIBITING COMPANY NAME: _____
 MAILING ADDRESS: _____ CITY/STATE/PROVINCE: _____ ZIP/POSTAL CODE: _____ COUNTRY: _____
 PHONE NUMBER: _____ FAX NUMBER: _____ WEB ADDRESS: _____

PRIMARY CONTACT INFORMATION

PRIMARY CONTACT NAME: _____ TITLE: _____
 PHONE NUMBER: _____ E-MAIL ADDRESS: _____ MOBILE PHONE NUMBER: _____

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 SEPARATION (Attach separate sheet if necessary) (ATC will make every effort to accommodate 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 ATC later determines that such product in fact does not qualify for the exhibition, ATC can cancel the space and contract without refunds.
- B. ATC may be held liable for loss, injury, or damages sustained by exhibitor or exhibitor's 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 ATC or its agents or employees, and not otherwise.
- C. ATC shall not be responsible for any lost business, loss of profits, injury, damage or expense, of whatever nature that the Exhibitor may suffer due to 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 Arctic Technology Conference ("ATC"), American Association of Petroleum Geologists ("AAPG"), ATC 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: _____ ATC EXHIBITS COORDINATOR: _____ DATE: _____

RETAIN COPY FOR YOUR FILES

FOR ATC MANAGEMENT USE ONLY <input type="checkbox"/> SFA			
Company # _____	Priority # _____	Contract Received _____	Deposit Received _____
Assigned Booth # _____	T.S.F. _____	Dimensions _____ x _____	Check # _____

Please make checks payable to Arctic Technology Conference in U.S. funds and mail to: Arctic Technology Conference
 1444 S. Boulder Avenue
 Tulsa, OK 74119 U.S.A. Telephone: +1 918 560 2696
 Facsimile: +1 918 560 2684

PAYMENT BY CREDIT CARD:

<input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Diners Club	CREDIT CARD NUMBER	EXP. DATE
NAME AS IT APPEARS ON CARD	AUTHORIZED SIGNATURE (Must sign contract)	25% or 100%
BILLING ADDRESS OF CHARGE		
COMPANY NAME	COMPANY PHONE NUMBER	



ARCTIC TECHNOLOGY CONFERENCE TERMS AND CONDITIONS

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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 ATC, become binding upon acceptance of this contract between the Exhibitor, its employees and agents and ATC.

2. CHARACTER

The Arctic Technology Conference 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 received by 19 March 2012 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 3 September 2012. Applications received after 3 September 2012 must include full payment for the size booth requested. Space applications received without required payment will not be processed nor exhibit space confirmed. ATC 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 ATC official Web site, nor allowed move-in operations until full payment and a duly executed contract has been received by ATC.
- 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 ATC.
- D. Should an exhibitor cancel from the Exhibition, the following shall apply:
 1. If an Exhibitor cancels before 19 March 2012 the exhibitor will receive a full refund.
 2. If the Exhibitor cancels/reduces space between 19 March 2012 and prior to 3 September 2012, the exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of cancelled/reduced space.
 3. If an Exhibitor cancels/reduces space after 3 September 2012, the exhibitor will be assessed a cancellation penalty equal to 100% of the total cancelled/reduced 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 ATC events until all outstanding balances have been paid.
 5. No refunds for exhibit space will be processed after 3 September 2012.
- E. No cancellations shall be acknowledged unless received in writing by ATC. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.
- F. Upon exhibitor notification of cancellation, ATC 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, ATC 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 ATC in writing. Approval of late installation requests are at the discretion of ATC. Should ATC not be notified in writing, ATC 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 based on a first-come, first-served basis. ATC shall assign the exhibit space for the period of the 2012 Exhibition only and does not imply that the same or similar space will be held or offered for future shows. ATC reserves the right to determine the eligibility of any company or product for inclusion in the exhibition.
- 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 ATC.

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 ATC.

6. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

- A. Standard booth draping (8-ft. high back wall and 3-ft. side rails) and an identification sign (7x44 inch) listing company name and booth number will be provided to all linear booths. Any additional draping used must comply with show color scheme and the published fire safety regulations.
- B. Crated shipments, machinery or equipment delivered to the George R. Brown Convention Center by trucks (other than vans) will be handled as outlined below and further detailed in the Exhibitor Services Manual as part of exhibit space rental fee. Before Exhibition—truck unloading, delivery to booth, and crate storage; After Exhibition—crate return to booth, crate removal and reloading.
- C. Two full Complimentary Exhibitor Registrations per 100 square feet of exhibit space will be allotted to each contracted company for purpose of registering booth personnel.
- D. Discounted Exhibitor Registration rates for additional booth personnel.
- E. Company listing in official Conference Program.
- F. ATC will carpet all major aisles.

7. CHANGE OF FLOOR PLAN OR SPACE ASSIGNMENT

ATC reserves the right to change the floor plan design without notice. ATC 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 ATC.

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 ATC 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, Offshore Technology Conference, Inc. (OTC) and American Association of Petroleum Geologists (AAPG), "et al" as additional insureds on all policies, except the workers compensation. All policies include a Waiver of Subrogation in favor of OTC and AAPG "et al".

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 ATC 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 ATC and that ATC 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 ATC offers for sale.

12. EXHIBITOR SERVICES MANUAL

Approximately 3 months from the Exhibition, ATC will prepare an Exhibitor Services Manual which will be produced electronically and available on the official ATC 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 ATC and may be amended at any time by ATC in the overall best interest of the Exhibition and notice thereof shall be binding on the exhibitors equally with the foregoing in this Contract.