

The firm **ICB PRO LLC**, hereinafter referred to as **CONTRACTOR**, on the one hand, and _____, hereinafter referred to as **CUSTOMER**, on the other hand have signed the present contract as follows:

1. SUBJECT OF THE AGREEMENT

- 1.1. **CONTRACTOR** is responsible for construction of a booth and for rent of necessary equipment for **CUSTOMER** for holding time of the exhibition "Event 2007" in the city of Moscow in a period from 00 to 00 of _____ 2007.
- 1.2. **CONTRACTOR** undertakes to construct a booth in accordance with a design-project, approved by the **CUSTOMER**.
- 1.3. **CONTRACTOR** undertakes to adjust all necessary technical requirements with Organizer, such as: electrical order, prolongation hours.
- 1.4. **CONTRACTOR** undertakes to build up and dismantle the booth at the exhibitions mentioned in clause 1.1.
- 1.5. Additional works will be performed in accordance with additional agreements and Additional Order Forms for them, which are integral parts of the present additional agreements. All additional agreements and Additional Order Forms for them are made up in duplicate and are integral parts of the present «Agreement».

2. OBLIGATIONS OF THE PARTIES.

- 2.1. **CUSTOMER** is obliged to:
 - Represent on the exhibition products/services in compliance with the subjects of the exhibition.
 - Give **CONTRACTOR** in due time all necessary materials and information related to the preparation for the exhibition.
 - Arrange completely the exposition prior to the beginning of the exhibition and not dismantle it till the exhibition ending.
 - Pay duly for the construction services (Proforma Invoice U) and back up services on the invoice issued by **CONTRACTOR**.
 - **CUSTOMER** will be allowed to remove his exhibit from the Exposition floor, prior to the official termination of the Exhibition, and the **CUSTOMER** shall have an authorized representative present at the Exposition throughout all exhibit periods and during the installation and dismantling of his exhibit.
 - Execute rules and provisions indicated in the applications.
 - To approve a design-project of the booth, worked out by **CONTRACTOR**.
 - To approve a budget and basic technical recommendations presented by **CONTRACTOR**.
- 2.2. **CONTRACTOR** is obliged to:
 - To bring alterations or addins in the confirmed design-project in the presence of advice note from the **CUSTOMER**, and to make up an additional budget.
 - To present budgets for construction of booths to the **CUSTOMER**, including cost of materials, work and additional expenses, connected with construction, and to explain which elements of the booth construction are rented for the **CUSTOMER**, and which are carried over to the **CUSTOMER**.
 - To perform all kinds of work according to prices and terms, stipulated by Additional Order FORM.
 - To provide with storage conditions of exclusive elements of the booth construction, which is individual property of the **CUSTOMER**, such as : _____.
- 2.3. **CONTRACTOR** is entitled:
 - To refuse from construction of the booth according to a design – project, presented by the **CUSTOMER**.

3. PAYMENT

- 3.1. **CUSTOMER** is obliged to make payment for the construction services (Proforma Invoice U) and additional services in compliance with the applications on the invoice issued by **CONTRACTOR**. The payment is made in Euro by bank transfer on the following account:
Intermediary Bank: XXX
Beneficiary's Bank: XXX
Beneficiary: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
- 3.2. Total amount of all services rendered by **CONTRACTOR** according to the application (Profoma Invoice U) - hereinafter considered as "total amount of an agreement" - is equaled to 000000.00 (00) Euro.
- 3.3. Payment is made according to the order, stipulated by additional agreements, which are an integral part of the present «Agreement».
 - 80 % of total amount of all services have to be paid in two days after invoice has been raised.
 - 20 % of total amount of all services have to be paid in a period from 00 to 00 of _____ 2007.
- 3.4. The payment must not take over the 00 th _____ of 2007. In case of delay, the **CUSTOMER** will be fined on daily basis at the rate of 0.5% from the total cost of the Contract.
- 3.5. Upon termination of this Agreement by initiative of the **CUSTOMER**, **CONTRACTOR** is entitled not to refund the payments.
- 3.6. The date of payment is the date of realization the bank remittance by the **CUSTOMER**, confirmed with copies of the BT (Bank Transfer)

4. TERM OF EFFECTIVENESS of the AGREEMENT

- 4.1 The contract comes into force from the moment of its signing and is valid until all payments settlement. The fax document is valid.

5. FORCE-MAJEURE

- 5.1 Upon appearance of any extraordinary, unavoidable and extreme situation, time for fulfillment of all duties envisaged in this Agreement is prolonged till removal of such a situation.
- 5.2. Upon removal of extraordinary situation (Force-Major) all further decisions are to be adopted by mutual agreement of the parts.

6. ARBITRATION

- 6.1 All disputes and claims caused or connected by this Agreement are to be solved by discussion of both contractors. In other cases all disputes are to be followed on a court approval.

7. COPIES FND TERM OF EFFECTIVENESS OF THE AGREEMENT

- 7.1. The Agreement is drafted in 2 copies having same legal forces.
- 7.2. The "Proforma Invoice U" on Construction Services is to be added to the Agreement and considered as an inseparable part of the Agreement.
- 7.3. Fax copies of the Agreement and "Proforma Invoice U" have the same legal forces.
- 7.4. Upon full completion of mutual settlements by the parties effectiveness of this Agreement is to be stopped.

8. LEGAL ADDRESSES of the PARTIES

CONTRACTOR:

CUSTOMER: