

OCEAN TECH EXPO — RULES AND REGULATIONS

1. Purpose:

The objective of Ocean Tech Expo is to further New Wave Media, Inc objectives by providing a forum through exhibits and technical panels. Exhibitors are limited to firms, organizations, and agencies whose exhibits are in harmony with the purpose of this Exposition. Active selling or order taking is NOT permitted.

2. Location of exhibits

The Exposition will be held at the Newport Yachting Center, Newport, RI

3. Subleasing

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of New Wave Media, Inc shall, in all instances be final with regard to use of exhibit space.

4. Occupancy Default

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by New Wave Media, Inc and re-allocated or reassigned for such purposes or use as the New Wave Media, Inc may see fit.

5. Eligibility

New Wave Media, Inc has the sole right to determine the eligibility of any company or product for inclusion in the Exposition.

6. Cancellation or Change of Exposition

In the event that the premises in which the exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of New Wave Media, Inc or its agents, the exposition may be canceled or moved to another appropriate location at the sole discretion of New Wave Media, Inc. New Wave Media, Inc shall not be responsible for delays, damage, loss increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably in control of New Wave Media, Inc. Causes for such action beyond the control of New Wave Media, Inc shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or termination by the Newport Yachting Center, municipal, state or federal laws, or an act of God. Should New Wave Media, Inc terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising there from. Refunds of "Paid Exhibit Space Fees" in the event of termination or cancellation shall be made to exhibitors at the sole discretion of New Wave Media, Inc and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by New Wave Media, Inc through the date of exhibitor's notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

7. Cancellation by Exhibitor

In the event of cancellation by exhibitor, New Wave Media, Inc shall determine an assessment covering the re-assignment of space, prior services performed, and other damages related to cancellation, according to the following schedule:

Through March 1, 2010, 50% of total booth rental fee

After March 1, 2010, 100% of total booth rental fee

New Wave Media, Inc must receive written notification of the cancellation by registered or certified mail. Date cancellation notice is received by New Wave Media, Inc will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, New Wave Media, Inc reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

8. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against New Wave Media, Inc for loss, theft, damage, destruction of goods; nor for any including death to himself, employees, agents or representatives, nor any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the exhibition as scheduled; nor for any action or omission of New Wave Media, Inc. The exhibitor is solely responsible for his own exhibition material and products, and should insure exhibit and products form any loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in his care, custody, and control in transit to, or from, or within the confines of the exhibit hall. New Wave Media, Inc shall bear no responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

9. Insurance

Exhibitors, shall at their sole cost and expense, procure and maintain through the term of this contract, the following insurance: Comprehensive General Liability insurance with limits not less than \$1,000,000 including Contractual Liability and Products Liability coverage and Workman's Compensation in full compliance with all the laws covering the exhibitor's employees. Proof of such insurance shall be provided to New Wave Media, Inc or its agent or representative upon request. In respect to the liability insurance, New Wave Media is to be named as the additional insured.

10. Union Labor

Exhibitors shall employ only union labor as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry, and electrical work.

11. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting and dismantling shall be those specified by the New Wave Media, Inc. Exhibitors shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exposition before the specified

conclusion of the dismantling period set by New Wave Media, Inc.

12. Damage to Property

Exhibitor is liable to any damage caused to building floors, walls, or columns or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors, or walls, or to standard booth equipment.

13. Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the exhibit hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise to distribute the exhibit material and products in conformity with the maximum floor load specifications.

14. Alcoholic Beverages

The dispensing, distribution or use of alcoholic beverages in the Exposition Hall is prohibited without the express prior approval of New Wave Media, Inc.

15. Flammable Materials

No flammable fluids or materials of any nature including decorative materials, use of which is prohibited by national, state, or city fire regulations may be used in any booth,

16. Lotteries or Contests

The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational past time is permitted only on written approval from New Wave Media, Inc.

17. Noise and Odors

Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. New Wave Media, Inc Shall have sole discretion in determining what is noisy, objective or obstructive.

18. Music

Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, ie. ASCAP or BMI. New Wave Media, Inc is not responsible for any licensing fee for music played in and exhibitor's booth.

19. Obstruction of Aisles or Booths

Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be suspended for any periods specified by New Wave Media, Inc

20. Attendance

Admission policies shall remain at all times, the prerogative of New Wave Media, Inc, and may be revised or amended to suit unforeseen conditions.

21. Booth Personnel

Exhibitor representatives are restricted to personnel engaged in the display demonstration, application or sale of a company's product or services. Booth personnel shall wear "exhibitor" badge identification furnished by New Wave Media, Inc at all times while they are in the exhibit area. All other employees and representatives of the exhibiting companies must register as Show Attendees. New Wave Media, Inc reserves the right to restrict the number of booth representatives. All exhibits must have personnel present during show hours

22. Height and Non-Blocking Regulations

All exhibit display construction design must conform to the regulations set forth in the New Wave Media, Inc. "Display Rules and Regulations" provides details as to what is allowed for exhibitors booths so as to enable use of the space without detriment to neighboring exhibitors or the Exposition.

23. Electrical Safety

All wiring on all booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment.

24. Use of space

New Wave Media, Inc shall have full authority for approval or arrangement and appearance of items displayed.

25. Display Rules and Regulations

New Wave Media, Inc may, at its discretion, require replacement rearrangement, or redecoration of any item or any booth and no liability shall attach to New Wave Media, Inc for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at twelve noon of the day before the scheduled opening of the show, New Wave Media, Inc shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby.

26. Exhibitor Representative's Responsibility

Exhibitor agrees to indemnify New Wave Media, Inc, its employees, agents or representatives against – and hold them harmless for– all claims arising out of the acts of negligence of exhibitor, exhibitor's agents, employees or representatives and any claims for injury to exhibitor, its employees, agents, representatives, or event attendees.

27. Waiver of Rights

Any rights of New Wave Media, Inc under contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of New Wave Media, Inc.

28. Relocation and Floor Plan Revisions

New Wave Media, Inc retains the exclusive right to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

29. Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of New Wave Media, Inc. New Wave Media, Inc may at any time amend or add further rules to those rules and all amendments made shall be binding on the exhibitor equally with the foregoing rules and regulations.

30. Agreement to Rules

Exhibitor, for himself or itself, his or its personnel employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by New Wave Media, Inc.