

IMPORTANT: BY SIGNING THE LAST PAGE, HEREBY YOU CONFIRM THAT YOU HAVE READ CAREFULLY AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS IN WHICH YOU WILL BE PARTICIPATING AT EXPO WALMART 2017.

Terms & Conditions to participate at Expo 2017 Walmart.

Between Corporación de Supermercados Unidos, S.A., hereinafter called "The Organizer" and the company I represent called "The Exhibitor" accept the terms and conditions specified herein by the participation in the event "Expo Walmart 2017" to be held in **March 1st. and 2nd., 2017 in Centro de Eventos Pedregal, San Antonio de Belén, Heredia, Costa Rica.**

A. Staffing. As a representative of the Exhibitor I declare that:

Personnel assigned by the Exhibitor to attend the event has an ongoing relationship with the Exhibitor derivative of an employment relationship or other contract, whether or not there is a signed contract. The Exhibitor is and will be responsible for the payment and to be up to date of all employee benefits, social security and / or any other relationship to the personnel assigned to attend the event. This includes, without limitation covering employee benefits, compensation, Social Security coverage and Occupational Risk Policies, payment for services by any other manner and the duty to keep the staff assigned to the labor rights, social security or right payment for services derived from any kind of contract between the Exhibitor with the assigned staff.

The Exhibitor acknowledges and accepts that labor and any other risks, including, without limitation, accidents or health ailments occurred to assigned staff to meet during the course of the event or during the preparatory acts of the same, inside or outside from facilities, and fress Corporación de Supermercados Unidos, S.A. and societies of the group it belongs to, any liability and agrees to keep Corporación de Supermercados Unidos, S.A. and the societies intact. Also, medical expenses resulting from any illness or accident suffered by the Exhibitor or its employees will not be assumed by Corporación de Supermercados Unidos, S.A.

Damages caused by the staff of the Exhibitor due to negligence on the part of these on-site, to clients, visitors or any third party that is in it, as well as physical damage to equipment also caused by negligence will be sole responsibility of the Exhibitor and must be compensated for it. For these purposes, the Exhibitor agrees to sign a liability policy to cover such eventualities.

The Exhibitor undertakes to warn the personnel assigned to cover the event that all the information known during the development or during the preparatory acts of the Event is confidential. The Exhibitor must send Corporación de Supermercados Unidos, S.A a list of the names of personnel assigned to support the event. The personnel assigned shall be identified at all times prior and during the event.

The entry of people under age 18 years-old before, during or after the event is strictly prohibited.

All staff employed by the Exhibitor regardless of their nationality, must have permits that prove to labor and stay in Costa Rica in order to avoid inconvenience to our event, which recognizes the Exhibitor be responsible for and in no case The Organizer.

B. Payment of participation. "The Exhibitor" access to pay "The Organizer" the agreed amount in American dollars before February 15th 2017. **The fulfillment of this requirement in the established date, is indispensable to allow the entrance and booth assembly to the Exhibitor at the Event.**

1. Wire Transfer - US American Dollars (exhibitors based outside the Costa Rica territory) *

Bank: **Citibank, N.A.**
Address: **111 Wall Street New York, N.Y. 10043 U.S.A.**
VIA New York Fed: **ABA # 021000089**
Or VIA CHIPS: **CHIPS # 008**
SWIFT ADDRESS: **CITIUS33**
TELEX & ROUTING CODE: **NYCRB**
Credit Account Number: **36793401**
In Name Of: **Corporación de Supermercados Unidos, S. A.**
Reference: **Exhibitor's name and booth #**

* If your payment is made by wire transfer, you must add \$ 30 dollars to cover transfer costs.

NO PERSONAL CHECKS ARE ACCEPTED

The proof of wire transfer should be sent to email: GSSLACR_Cobranzas@wal-mart.com; expowalmartcam@wal-mart.com; before February 15, 2017, with the following information so that it can be operated correctly:

Booth #
Exhibitor's name
Invoice #
Total amount paid

Late payment fees (administrative costs). After the completion of the event there will be an additional charge of 5% per month on the total balance.

C. Termination. If for any reason, the exhibitor decides to cancel or terminate their participation before or during the event, must communicate its decision by written notice via email to the Organizer. Exhibitor's decision to cancel or terminate their participation in the event, creates a penalty as the Organizer incurs on expenses for organizing the event and a late cancellation decreases the chances of renting the space to another company. The penalty is defined according to the following circumstances:

1. If the exhibitor decides to terminate the contract before December 10th, 2016; it is required a written notice, without having to pay any amount for penalty.
2. If the termination is communicated by the Exhibitor between December 10th and December 31st, 2016; the Exhibitor shall pay the equivalent of 30% of the total amount for the contracted space.
3. If termination is communicated by the Exhibitor between January 1st and January 31st, 2017; the Exhibitor shall pay the equivalent of 50% of the total amount for the contracted space.

The Organizer will not assume any liability to Exhibitor, whether by accident the Event is canceled, such as the following acts: earthquake, other disasters, virus contamination, acts and consequences of vandalism, terrorism and social unrest, strikes and lockouts, by order of Centro de Eventos Pedregal administration or any limitations imposed by any government entity, either within or outside the place where the event is held.

If the Exhibitor resolved to reduce the contracted space, must request in writing to the Organizer a new location in accordance with current availability. The Organizer will or will not access to the Exhibitor request; and refusal by the Organizing creates no rights of any kind on behalf of Exhibitor.

D. Exhibitor's Limitations

- The display of goods shall be permitted only within the contracted area, being strictly prohibited in hallways and general areas of the rooms.
- PRODUCT TASTING ALLOWED INSIDE THE BOOTH WHERE EXHIBITOR IS LOCATED OR DESIGNATED FOR SUCH PURPOSE.
- IT IS NOT PERMITTED TO GIVE AWAY ANY PROMOTIONAL PRODUCT (PEN, PENCIL, CUP, ECOLOGICAL BAGS, PLASTIC BAGS, ETC.)
- IT IS NOT PERMITTED TO GIVE AWAY ANY PRODUCT OR PACKAGING ON UNIT SALE.
- **IT IS NOT ALLOWED THE TASTING OR GIVE AWAY PRODUCTS CONTAINING ALCOHOL.**
- IT IS NOT ALLOWED THE GIVE AWAY ANY PROPHYLACTIC PRODUCTS (SUCH AS CONDOMS, LUBRICANTS AND / OR ACCESSORIES)
- IT IS NOT ALLOWED to have sound or music on the booth, unless it is a company that sell audio equipment, and must count with all permissions and licenses accordingly.
- IT IS NOT ALLOWED to interfere with adjacents booths, by placing objects between or in front.

- At all times the aisles in the exhibit area must be 2.00 meters wide clear and shall be kept free of obstructions and throughout its length.
- In case of any occupation by an exhibitor out of their preset area, the Organizer reserves the right to evict these spaces without any responsibility on their part.
- It is the Exhibitor's responsibility to safeguard its merchandise being used or display on its booth, and personnel belongings.

E. Female staff and / or Hostess Dress Code: All exhibitors, hostesses, demonstrators, impulse products or services contracted or sub-contracted by the exhibitors to attend the event will follow the dress code attached to our policies, skirts must be at knee level, short sleeve blouses, long or ¾ sleeve, dress pants or tailors.

It is not allowed:

- Pronounced necklines
- Miniskirts
- Belly open area
- Carved body clothing
- Transparencies
- Blouses or sundresses
- Lycras
- Swimsuit

We appreciate your understanding as this is a business meeting. For those companies selling beach products, please do not wear swimsuits; Personnel for this purpose may wear shorts or bermudas and both with the torso covered. Any special case must be validated previously. In case of lack of adherence to this policy by an Exhibitor, The Organizer reserves the right to evict such personnel or hostesses without any responsibility on their part.

F. Generalities:

- It is strictly forbidden to assembly workers working at heights without their security equipment such as harness and belts.
- Cross aisles and / or common areas with electrical wires, equipment or facilities that represent a hazard is prohibited. It is not allowed blacksmithing, using saws, air guns, etc., and use products that affect the environment within the premises of Centro de Eventos Pedregal.
- The badges or bracelets should be visible at all times. The Organizer reserves the right to request any person to leave the area if he/she is not carrying proper event ID badge.

G. Anti-corruption Clause: Exhibitor acknowledges that the Organizer belongs to an international group of companies dedicated to the sale of various products, based in the United States of America. Therefore, the activities of the Exhibitor and the societies that provide services and their own Exhibitors must respect and comply fully with all laws and regulations on anti-corruption matters, including (a) the applicable national laws, (b) United States of America's Foreign Corrupt Practices Act, or "FCPA", and (c) international treaties and conventions such as "OECD" Convention on combating Bribery of Foreign Public Officials in International Business Transactions, and UN Convention Against Corruption. The Exhibitor agrees that knows the Global Anti-Corruption Policy of the Company. Therefore, the Exhibitor acknowledges and agrees that, in relation to all activities performed under this contract, Exhibitor and its agents, representatives, employees and any other person engaged in activities on behalf of Exhibitor, have not made and shall refrain from making an offer, promise delivery, or delivery of anything of value, and they have not made and shall not conduct any bribery, improper payment, payment corruption or improper payment, to any public official or political party in order to obtain or retain business, to obtain an improper advantage or influence any act or decision of a public official.

Any failure at any point in this document, shall be cause for cancellation of the contract and the Exhibitor may not claim compensation for damages, and must cover the Organizer, the costs arising from actions taken to resolve them.

H. Using Software: Exhibitor expressly states that the provision of services under this contract or any other service provided to the Organizer, used exclusively computer programs and any other original and licensed with completely current technological tool granted in his favor, or that evidence which is duly authorized to use or reproduction. In no event shall Exhibitor use any software or other technology component which does not have all the required licenses to develop the services performed for the Organizer. The Organizer may request the Exhibitor within 48 hours, the licenses that authorize the use of each and every one of the computer programs or technological components used for the provision of the above services and require licensed for use. Failure to comply with this clause shall be grounds to empower the Organizer to immediately terminate this contract without liability.

Notwithstanding the foregoing, the Exhibitor acknowledge and agree to remain the Organizer harmless from any claim or demand of any nature and in any instance, against the Organizer by any third party alleging misuse of any computer program or technological tool in the provision of services of this contract or any other service provided by the Exhibitor at the Organizer. The Organizer reserves the right to bring any legal action against the exhibitor if product misuse of any technological tool by the Exhibitor in the provision of services under this contract, or any other service provided to the Organizer.

Exhibitors acknowledge to know the provisions of the Law on Intellectual Property and sanctions in which the Law penalizes unauthorized reproduction of literary works within which are contained in legislation computer programs.

CONFIRM PARTICIPATION WALMART EXPO 2017

By signing this form I confirm that I have read carefully and understood the terms and conditions in which my company will be participating in Expo Walmart 2017.

As Exhibitor I agree with:

1. Make the payment for participation prior February 15, 2017.
2. All staff and / or contracted individuals have their contracts or work permits and must be of legal age (over 18 years-old)
3. Wear badges or wristbands visible at all times, which is of PERSONAL USE.
4. We will keep the Assembly badges for Disassembly days.
5. We are committed and responsible to pay to Corporación de Supermercados Unidos, S.A., or their subcontractors for any damages in which my company or subcontracted companies are responsible for.
6. Take the necessary precautions for the assembly and disassembly personnel that will be working at Centro de Eventos Pedregal.
7. Safeguard all goods, products, and personal items that will be placed in our booth.
8. If I require to have music I will ask for permission in writing to the Organizer, and assume all the costs that this entail.
9. Make tasting product if required.
10. Respect and comply with the dress code set by the Organizer.
11. WE ARE CLEAR ON THE PROHIBITION TO GIVE AWAY ANY PROMOTIONAL, PRODUCTS IN ORIGINAL PACKAGING, PLASTIC OR ECOLOGICAL BAGS, TASTING DRINKS CONTAINING ALCOHOL, PROPHYLACTIC (CONDOMS, LUBRICANTS AND / OR ACCESSORIES).
12. Meet standards of safety, health and environmental protection established both nationally and internationally.
13. Clean the area where the service will be provided and general cleaning of all debris generated by the work performed.

Exhibitor is solely responsible for strict compliance with the above instructions.

The Organizer may modify or add any provision not stated herein, so that the activity is held successfully to benefit the interests of both parties and in strict compliance with all applicable laws , which will be mandatory for the Exhibitor likewise its employees, agents employees or representatives.

I accept the terms and conditions contained herein.

Booth number *		Amount to pay \$'s *	
Exhibiting Company *			
Person responsible for the event *		Position in Company *	
Email *		Telephone * (don't forget area code)	
Country/State where the Exhibitor is based			

BILLING DETAILS

Payment of participation must be made before February 15, 2017 without exception

On behalf of *			
TAX ID # * (1)			
Fiscal Address *			
Signature and stamp *		Place and date *	

[To complete the booking of your space, you must send this form signed to expowalmartcam@wal-mart.com, upon receipt of a this page, The Organizer will be sending back a notification confirming the space.](mailto:expowalmartcam@wal-mart.com)

(1) Guatemala and El Salvador - NIT Tax Identification Number; Costa Rica - Corporate Identification; Honduras - National Tax Registration RTN; Nicaragua - RUC Taxpayer Registration; Mexico - Federal Tax RFC, or that apply in your country.