

Participation Application and Agreement

The ESTA Market Research Program for Manufacturers

in cooperation with APIAS, CITT, PLASA, USITT and VPLT

(Please print carefully and respond to all questions)

Company Name (Participant): _____

Address: _____

City: _____ State/Prov: _____

Zip/Postal Code: _____ Country: _____

Phone: _____ Fax: _____

WWW: _____

Person responsible for submitting quarterly data:

Secondary contact if primary person is unavailable:

Name: _____

Name: _____

Email Address: _____

Email Address: _____

Direct Phone/Extension: _____

Direct Phone/Extension: _____

Person(s) who should receive final report: _____

Email address: _____

We are a member of the following organizations (please check all that apply):

- ESTA APIAS CITT PLASA USITT VPLT

We have the following numbers of employees (in all locations including owners):

- 1-6 7-25 26-50 51-100 Over 100

Please indicate what currency you will use to report wholesale sales/turnover (currency conversions will be performed by the accounting firm responsible for tabulating data):

Please indicate which geographic regions you sell products into (check all that apply):

- United States North/Central America South America
(excludes U.S.)
- Europe Middle East/Africa Asia/Pacific Rim

Please indicate which product categories you will be reporting in (check all that apply - you must report in all categories for which you manufacture product) Price points represent U.S. dollar standard dealer / average wholesale price:

LIGHTING

Moving Lights *¹

Below \$1,000

- Spot
- Wash

\$1,000 to \$2,500

- Spot
- Wash

Above \$2,500

- Spot
- Wash

Incandescent

- Spot
- Wash

Fixed Luminaires

Discharge Source

- ER / Profile

Incandescent Source

- ER / Profile
- Theatrical Fresnel / PC
- TV/Film Fresnel
- PAR
- Borders & Cyps
- Other Luminaires *²
- Fixed Luminaire Accessories *³

Followspots

- Incandescent
- Xenon / Metal Halide

Lamps

Halogen

- Single Ended
- Double Ended
- PAR

Metal Halide

- Single Ended
- Double Ended

Dimmers

- Portable / Distributed *⁴
- Installed *⁵
- Rack Mount *⁶

Control & Networking

Theatrical Control

- Under \$2,500
- \$2,500 to \$5,000
- \$5,001 to \$7,500
- \$7,501 to \$15,000
- Over \$15,000

Architectural Control *⁷

Console Accessories *⁸

Data Distribution Products

- DMX512 Based *⁹
- Ethernet Based *¹⁰
- DMX512 Interface Products *¹¹

Media Servers

- Video Output, Combined Software and Hardware *¹²

LEDs

ATMOSPHERIC EFFECTS

Fog Machines

- Under \$500
- \$500 to \$1,000
- Over \$1,000

Haze Machines

- \$1,000 and Under
- Over \$1,000

Fog Fluid

Fog Accessories *¹³

Notes:

*¹ Moving Lights: includes moving head and moving mirror fixtures. Must be integrated units.

*² Other Luminaires: includes scoops, beam projectors, ninelights, etc.

*³ Fixed Luminaire Accessories: includes barndoors, tophats, gel frames, pattern holders, safety cables, irises, louvers, dowsers, color changers, rotators.

*⁴ Portable / Distributed Dimming: includes all portable dimmer racks and touring racks other than any 19" rack mounted dimmer. Dimmers in this category are designed exclusively for portable applications and would normally include power inlets for mains and power outlets for dimmed power. Also includes dimmer bars and small portable packs.

*⁵ Installed Dimming: includes all enclosures that are designed to be bolted to the wall or floor. May be plug in modular or non-plug in fixed designs. Revenue includes rack, modules, control modules. Revenue excludes auxiliary enclosures, main circuit breakers, etc.

*⁶ Rack Mount Dimming: Includes any dimmer designed to be mounted in a 19" rack whether or not they are in flight cases, on wheels, or bolted to a wall. Revenue includes dimmers and any additional items such as flight cases and power distro associated with these dimmers.

*⁷ Architectural Control: includes everything upstream of the rack (from control out) including face plates, closure stations, relay interfaces.

*⁸ Console Accessories: includes printers, monitors, hand held remotes, designers remotes.

*⁹ DMX Based Data Distribution Products (manufactured products only): includes splitters, isolators, routers/softpatches, wall plates, etc.

*¹⁰ Ethernet Based Data Distribution Products: includes DMX512 to/from, Ethernet converters and Ethernet based remote video interfaces, etc.

*¹¹ DMX512 Interface Products: includes protocol converters, D/A converters, mergers, relay drivers, etc. (Does not include any Ethernet based products).

*¹² Media Server Video Output: has a generally accepted standard video output (DVI, VGA, S-Video, etc.)

*¹³ Fog Accessories: includes chiller modules, road cases, brackets, hose adapters, ducting hoses, remote controls, fog fans.

Agreements

The undersigned Participant hereby agrees to participate in the ESTA Market Research Program for Manufacturers (the "Program") in accordance with the procedures established by ESTA for the Program and the following terms and conditions:

1. Following the completion of this Application and written request by ESTA, Participant shall initially provide to an accounting firm designated by ESTA sales data for the first quarter of calendar year 2008. Subsequent reporting will cover the immediate past calendar quarter. Participant agrees to provide all requested information in the form requested and by the deadline specified by ESTA.
2. Participant agrees to participate in the Program for two (2) full calendar years commencing on January 1, 2008 (the "Initial Term") and to pay an annual fee in accordance with the annual fee schedule established by ESTA (the "Annual Fee") for the first year of participation, in advance. Annual fees for subsequent years of participation shall be payable in advance and become immediately due and payable upon invoice by ESTA.
3. If, following the conclusion of the Initial Term, Participant shall pay the Annual Fee and continue to complete and submit sales data pursuant to the Program, then Participant shall be deemed to have renewed its participation in the Program for such additional year or years.
4. Participant represents that (a) the information contained in this application is true and correct on the date set forth below and (b) Participant is either the manufacturer of each of the products in the product categories designated by Participant above or is the exclusive or primary entry point into the market place for a manufacturer of such product that does not wish to participate in the Program.
5. Participant acknowledges and agrees that all reports and surveys prepared in connection with the Program and distributed to Participant are proprietary to ESTA and are to be held in confidence and not made available or disclosed to any person or entity other than (a) Participant (if an individual); (b) the officers, directors, managers, partners or senior employees of Participant (if an entity); (c) Participant's legal and accounting professionals, Participant's investment and financial advisors and prospective investors or purchasers of Participant (collectively, "Participant's Representatives"), provided that Participant's Representatives shall agree in writing as a condition precedent to the delivery of any such reports and surveys prepared in connection with the Program that they will hold same in confidence without further distribution or publication and that they will promptly return all copies of same to Participant following their review, due diligence or other use of same; or (d) otherwise as specifically agreed in writing by ESTA. Participant agrees that any violation of its obligations hereunder will be considered a violation of the ESTA Code of Conduct or similar code of conduct or rule promulgated by trade or industry organizations cooperating with the Program and may result in a Participant's immediate and permanent removal from participation in the Program. In addition, Participant hereby agrees that money damages would not be a sufficient remedy for any breach of Participant's obligations hereunder and that ESTA shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by Participant but shall be in addition to all other remedies available at law or equity to ESTA. In the event of litigation relating to any breach by Participant or Participant's Representatives of this Agreement, if a court of competent jurisdiction determines that Participant or Participant's Representatives have breached this Agreement, then Participant shall be liable and pay to ESTA all reasonable legal fees incurred by ESTA in connection with such litigation, including any appeal therefrom.
6. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed therein. Participant also hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America located in the State of New York for any actions, suits or proceedings arising out of or relating to this agreement and the transactions contemplated hereby (and Participant agrees not to commence any action, suit or proceeding relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to Participant's address set forth above shall be effective service of process for any action, suit or proceeding brought against Participant in any such court.

Participant:

Date: _____

Company Name: _____

By: _____

The annual subscription fee is based on the number of full time or equivalent full time employees, in all locations, including the owner(s). The 2008 fee schedule is as follows:

Number of Employees	ESTA Member	Related* Association Member	Non Member
1 - 6	\$550	\$825	\$1,100
7 - 25	\$825	\$1,100	\$2,200
26 - 50	\$1,100	\$2,200	\$3,300
51 - 100	\$2,200	\$3,300	\$4,400
Over 100	\$3,300	\$4,400	\$5,500

* Applies to members of APIAS, CITT, PLASA, USITT and VPLT

Please note: Due to the high cost of banking fees, credit cards are the preferred form of payment for international participants. Checks drawn on U.S. banks and payable in U.S. dollars are also acceptable, or contact ESTA for wire transfer instructions.

Credit Card: American Express Visa MasterCard

Card Number: _____ Exp. Date: _____

Name on Card: _____

**Return this application
with payment to:**

ESTA
875 Sixth Avenue, Suite 1005
New York, NY 10001
USA

Direct inquiries to:

Lori Rubinstein or Frances Thompson
Phone: +1-212-244-1505
Fax: +1-212-244-1502
Email: lrubinstein@esta.org
fthompson@esta.org



ESTA Market Research Program for Manufacturers

Policies and Procedures

Introduction

In response to industry requests, ESTA established a comprehensive Market Research Program. The purpose of this Program is to provide manufacturers with accurate market information which they can use for business planning, product development, charting trends, obtaining financing, and valuing their business. Market data is collected and reported on specific product categories directly from industry manufacturers. This is the only study of its kind in the entertainment technology industry.

Report Content

The study reports market size for specific product categories in both wholesale dollars and, where applicable, units, broken down by geographic area. The initial product categories fall under the areas of lighting and atmospheric effects. The geographic breakdown consists of the United States, North/Central America, South America, Europe, MiddleEast/Africa, and Asia/Pacific Rim. The report also charts growth by product category against the same quarter in the prior year and on an annual basis, and indicates what percentage of an overall product category a specific subcategory represents.

A general, alphabetical list of participants is included with each report. The information is aggregated at a total level and in no way are recipients able to identify who contributed what data. To this end, at least three manufacturers in each product category in each geographic area must agree to participate in the report on a continuing basis in order for the report to be undertaken. If only three manufacturers agree to participate in a given category, or if a single manufacturer exceeds 50% of a product category, ESTA will ask each participant for their written permission to proceed.

Confidentiality

ESTA has engaged an experienced accounting firm to receive and compile all data and to prepare and mail the report. Data is kept strictly confidential, and the final report contains no reference to or identifier for any individual company.

At no time will the accounting firm provide access to the data to any outside company, individual, or association unless required to do so by court order. Access within the accounting firm is limited to those directly involved in the project. The accounting firm must follow strict confidentiality procedures that have been mandated by ESTA and which are detailed below.

Participation

Any company in our industry worldwide can participate that meets the following criteria:

1. They are the manufacturer of a product that is included in the survey
- or
2. They are the exclusive or primary entry point of a product into the marketplace for a manufacturer that does not wish to participate in the survey

For Product Categories Not Included in the Initial Project

Any company whose product category is not included may petition ESTA to add the category to the survey. The company will be asked to assist in identifying and recruiting other manufacturers of that product line. At least three manufacturers in each product category must participate on a continuing basis in the survey in order for a survey to be undertaken in that category. If only three manufacturers sign up to participate in a given category, or if a single manufacturer exceeds 50% of a product category, ESTA will ask each company for their written permission to proceed.

Sign-up Procedure

Companies may sign up to participate in the Program for the following year at any time. No company may join the report part way through the year as this would skew the numbers and the growth calculations for the year. Companies wishing to participate in the survey must:

1. Make a two year signed commitment to provide data on a quarterly basis
2. Pay for the first year subscription in advance. The fee for the survey is based on the size of their company (as with the ESTA dues structure, this is based on the number of employees.)
3. Sign a nondisclosure agreement indicating they will not release the information contained in the survey to anyone outside of their company and its professional advisors, financial representatives, and prospective investors or purchasers.
4. Complete a form providing ESTA with full contact information including email address, the currency in which their numbers will be reported, and the product categories they will be reporting.

(continued)

ESTA Market Research Program for Manufacturers

Policies and Procedures continued

Reporting Service

ESTA shall retain an independent accounting firm to receive, compile and prepare the survey reports.

Quarterly Reporting

1. The accounting firm will directly preassign a code to each participant under which their data should be submitted. No company name should be attached to the data. The cross reference identification will be maintained in a secure area by the accounting firm with strictly limited access.
2. ESTA will email the survey form to participants at the end of the quarter. (The survey form is a concise Excel spreadsheet.)
3. The completed form must be emailed to the accounting firm within 30 days after the end of the each quarter.
4. The accounting firm enters the data, provides any necessary currency conversions and calculates percentages. Only staff at the accounting firm directly responsible for the reports are allowed access to the data.
5. The accounting firm emails the completed report to each participant within 60 days of the end of each quarter, based on final receipt of all data.
6. The accounting firm destroys all raw data and any identifying marks 5 quarters after the reports have been mailed.

Companies Failing to Report

The following sanctions will be imposed on any company which has committed to provide survey information but fails to provide the requested information in the required form by the deadline specified:

1. The first missed filing deadline or submission of an incomplete report in a year will result in a written notification, your company name will have an asterisk placed next to it on the alphabetical listing of participants that accompanies the quarterly report with a notation that no new data was provided so the previous quarter's data was used, and you will not receive that quarter's report. No fees will be refunded.
2. The second missed filing deadline or submission of an incomplete report in a year may result in a denial of participation in the survey Program and you will not receive the year-end report. No fees will be refunded.

Removal from Program

Companies which have been removed from the Program for noncompliance with the reporting requirements may rejoin the Program once.

Resignations from Program

Written notice of a company's intention to drop out of the Program must be provided to ESTA at least one month prior to the end of the quarter. No fees will be refunded and no further reports will be provided. Companies wishing to reapply to the Program after having dropped out may rejoin the Program once.

Violations of the Nondisclosure Agreement

Any company found to be in violation of the nondisclosure agreement will immediately and permanently be removed from participation in, and purchase of, the survey. Disclosure in violation of the Nondisclosure Agreement shall be considered a violation of the ESTA Code of Conduct. In addition, ESTA shall be entitled to equitable relief, including injunction and specific performance, and damages as remedies for such violation.