

DEC●2008 Conditions of Contract

1. Indemnity and Limitation of Liability

Neither DEC nor the host facility (hereinafter Exhibit Building), nor any of its officers, agents, employees or other representatives shall be held liable for, and they are hereby released from liability for any damage, loss, harm or injury to the person or property of the Exhibitor/Advertiser or any of its visitors, officers, agents, employees or other representatives, resulting from theft, fire, water or accident of any other cause. The Exhibitor/Advertiser shall assume responsibility and indemnify, defend and protect DEC and the Exhibit Building and save DEC and the Exhibit Building, harmless from any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of any kind which might result from or arise of any action or failure to act on the part of the Exhibitor/Advertiser or its officers, agents, employees or other representatives. It is the responsibility of the Exhibitor/Advertiser to maintain proper insurance coverage for its property and/or liability.

2. Assignment of Exhibit Space or Advertising Space

DEC shall assign the Exhibit Space to the Exhibitor for the period of the Exhibition in priority order based on receipt of signed Application and Contract Form and full payment. Every effort will be made to respect the Exhibitor's space choices whenever possible, but DEC's decision will be final. DEC reserves the right to change assignments when such action is deemed to be in the best interest of the total exhibition.

DEC shall assign the Advertising Space to the Advertiser in priority order based on receipt of signed Application and Contract Form and full payment. Every effort will be made to respect the Advertiser's choices whenever possible, but DEC's decision will be final. DEC reserves the right to change assignments when such action is deemed to be in the best interest of the total conference.

3. Installation and Dismantling

Exhibitors are required to be fully set one hour prior to show start and cannot dismantle until after close of show.

4. Exhibit Dates and Hours

DEC will establish exhibit hours and reserves the right to make changes. Such changes will be made as far in advance of the exhibition as possible. Each Exhibitor is required to keep at least one attendant in his booth during all exhibit hours.

5. Displays and Decorations

Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls. No exhibit, merchandise or equipment shall be left in any aisle, but shall be confined to Exhibit Space. No signs or advertising devices shall be displayed or distributed outside Exhibit Space except as agreed upon by DEC and the Exhibitor/Advertiser. Exhibits shall not project beyond the space allotted. They shall not obstruct the view or interfere with any other exhibits. The wings of an exhibit shall not project more than three feet from the back wall.

6. Union Labor

Exhibitor must comply with all union regulations, where and if applicable, to installation, dismantling and display of the exhibits.

7. Booth Equipment and Services

Space rental is approximately 8' x 10' and includes one 6' draped table, two chairs, a booth sign, and is draped at sides and back. All other equipment and services are to be contracted for by the Exhibitor through the show decorator. Electric service must be contracted through the decorator. It is not a service provided as part of the space rental fee.

8. Storage and Packing Crates and Boxes

Exhibitor will not be permitted to store packing crates and boxes in the booth or the Exhibit Hall during the Exhibit, but these, when properly marked, will be stored and returned to the booth by service contractors. Crates and boxes not properly labeled may be destroyed. No trunks, cases, or packing material shall be brought into or out of the Exhibit Space during exhibit hours.

9. Contractor Services and Information

DEC has, in the best interest of the Exhibitor/Advertiser, selected firms to serve as the official contractors to provide necessary services. Complete information, instructions and schedule of prices regarding drayage, labor for set-up and dismantling, electrical work, furniture, special cleaning services, carpeting, etc...is included in the Exhibitor Service Kit to be forwarded after space is confirmed. An Exhibitor Service Center will be maintained in the Exhibit Area during set-up and breakdown hours to facilitate service requirements from the Exhibitor. DEC assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing persons and parties.

10. Observance of Laws

Exhibitor/Advertiser shall abide by and observe all laws, rules, regulations and ordinances of any applicable government authority and all rules of the Exhibit Building.

11. Liability

DEC will endeavor to assist in the protection of exhibitors by providing 24-hour guard service. However, it is impractical and impossible to insure Exhibitor's equipment against loss, theft, damage and breakage. Neither the Exhibit Facility, nor any of its employees nor representatives, nor any representative of DEC, nor any subcontractor will be responsible for any injury, loss or damage to the Exhibitor, the Exhibitor's employees or property, however caused. In addition, the Exhibitor must assume responsibility for damage to the Exhibit Hall property and indemnify and hold harmless the Exhibit Facility from liability, which might ensue from any cause whatsoever, including accidents or injuries to Exhibitors, their guests or employees. The Exhibitor must also assume responsibility for any accident, injury or property damage of any person viewing his exhibit where such accident, injury or property damage is caused by the negligence of the Exhibitor, his agent or employees. Exhibitors are urged to place "extraterritorial" and other coverage on equipment and exhibits, and arrange for extended public liability insurance with their regular insurance carrier. DEC and its subcontractors will

cooperate fully but cannot assume responsibility for damage to Exhibitor's property, lost shipments, either coming into or going out the premises, or for moving costs. Any damage due to inadequately packed property is Exhibitor's own responsibility. If exhibit fails to arrive, Exhibitor will nevertheless be responsible for booth rent and no refund will be made. Exhibitors should carry insurance against such risks.

DEC and its subcontractors will cooperate fully but cannot assume responsibility for damage to Advertisers lost shipments, either coming into or going out the premises, or for moving costs. Any damage due to inadequately packed property is Advertisers own responsibility. If material fails to arrive, Advertiser will nevertheless be responsible for full fees and no refund will be made. Advertisers should carry insurance against such risks.

12. Cancellation or Termination of Exhibit/Advertisement

If, because of war, foreign hostilities, fire, strike, Exhibit facility construction or renovation project, government regulation, public catastrophe, Act of God or other cause beyond the contract of DEC, the Exhibition or any part thereof is prevented from being held, is cancelled by DEC or the Exhibit Space becomes unavailable, DEC, in its sole discretion, shall determine and refund to the Exhibitor/Advertiser its proportionate share of the balance of the aggregate fees received which remain after deducting expenses incurred by DEC and reasonable compensation to DEC. In no case shall the amount of refund to Exhibitor/Advertiser exceed the amount of fee paid.

13. Exhibitor/Advertiser Cancellation

Cancellation of this contract by the Exhibitor/Advertiser must be in writing. Refunds will be based on the following: more than 90 days in advance — 80% of fee; 60-90 days in advance — 50% of fee; and less than 60 days — no refund. Other considerations for refunds will be approved by DEC at its sole discretion.

14. Exhibitor Conduct

Exhibitor and its representatives shall not congregate or solicit trade outside of the Exhibit Space. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. Exhibitors are prohibited from bringing alcoholic beverages into the Exhibit Area. Exhibitor shall refrain from any action that will distract attendees from attendance at the Exhibit during open hours. Exhibiting companies or any of their representatives shall not conduct themselves in a manner offensive to standards of decency or good taste. DEC may, at its sole discretion, withhold or withdraw permission to distribute souvenirs, advertising or other material it considers objectionable. Exhibitors with audible electric sound motion pictures, or other exhibits or devices which DEC, in its sole discretion, deems objectionable to other exhibitors, will be required to discontinue this method of promotion.

15. Sales

DEC will permit direct over-the-counter cash sales. Exhibitors must provide written notice of items to be sold at the conference. Exhibitors are responsible for contacting the appropriate city, state and regional authorities and completing all necessary temporary license and sales tax

documentation. Vendors must file a copy of this documentation with the DEC office no later than three weeks prior to the conference. DEC will deny the right to sell at the conference to exhibitors failing to produce appropriate documentation. All sales tax and other financial liabilities are the responsibility of the Exhibitor.

16. Agreement to the Conditions of Contract

Exhibitor/Advertiser agrees to observe and abide by the foregoing Conditions of Contract and by such additional Conditions of Contract made by DEC from time to time for the efficient or safe operation of the Exhibit including, but not limited to, those contained in this contract. In addition to DEC's right to close an Exhibit and withdraw its acceptance of this Application/Contract, DEC in its sole judgment, may refuse to consider for participation in future Exhibits/Advertising an Exhibitor/Advertiser who violates or fails to abide by all such Conditions of Contract. There is no other agreement or warranty between the Exhibitor/Advertiser and DEC except as set forth in this document. The rights of DEC under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of DEC.