



Optometry's Marketplace at SECO™:
March 3 – 5, 2011

Continuing Education:
March 2 – 6, 2011

**Georgia World Congress Center
Building C**
Atlanta, Georgia, USA
www.seco2011.com

2011
SECO INTERNATIONAL
The Education Destination™
**EXHIBITOR
PROSPECTUS**

SECO

OPTOMETRY'S MARKETPLACE™

SECO INTERNATIONAL 2011

On March 2 – 6, 2011, the optometry industry will gather in Atlanta for its most important and compelling event of the year, SECO 2011. The primary source of continuing education for optometrists and allied ophthalmic professionals for more than 90 years, SECO attracts nearly 8,000 professionals from all across the U.S. and internationally.

The heartbeat of SECO activity is Optometry's Marketplace™ – 60,000 square feet of exhibit space occupied by nearly 300 of the industry's leading suppliers. Ophthalmic professionals come to SECO for world-class education, but also to find in Optometry's Marketplace™ the products and services they will purchase to improve their practices and grow their businesses. Eighty percent of the attending professionals either make buying decisions or at least buying recommendations for their practices; half of attendees leave SECO having purchased products and services from exhibitors or will do so within a year.

SECO 2011 offers two periods of "unopposed hours" each of the three exhibit days when exhibits are unopposed by educational sessions to ensure attendees have the time they need to peruse exhibits and meet with exhibitors. And SECO 2011 ensures exhibitors access to those eye care professionals: in attendee communications and marketing materials, through the many SECO 2011 promotional programs, and through networking opportunities at SECO's many exhibit hall programs and popular nightly social events.

There is no industry event that compares to SECO. And no better marketing opportunity than a place in Optometry's Marketplace™.

8,000 attendees – 300 exhibitors
60,000 sq. ft. of booth space; 170,000 sq. ft. exhibit hall

15.6 % attended in 2010 for the first time.

74.8% of attendees influence purchases for their practices (32.9% make final decisions).

49.7% made a purchase onsite or plan to within 12 months of attending.

40% plus rated Optometry's Marketplace™ a motivating factor in deciding to attend SECO 2010.

23.7% of attending optometrists attend no other show.

54.7% of attending allied ophthalmic professionals attend no other optometric industry show.

90 years: SECO has been the optometry industry education leader.



2011

SECO INTERNATIONAL

The Education Destination™

Why Exhibit at SECO 2011

Optometry's Marketplace™ offers powerful opportunities to grow your business.

Generate Leads

80% of SECO attendees make buying decisions or recommend purchases for their businesses. More than 70% of SECO exhibitors contract business from the show on the show floor or within 90 days following the show.

Increase Brand Awareness

More than 70% of SECO exhibitors consider SECO the leading industry meeting at which to exhibit and a "must exhibit" event.

Build Relationships

SECO's loyal attendees return year after year. 22% of SECO attendees choose SECO as the only optometry show they attend.

Get Maximum Exposure

SECO 2011 has a broad-based program for exhibitors that ensures multiple opportunities to network with attending professionals:

- Special Optometry's Marketplace™ programs – Thursday's Wine & Cheese Reception, free lunches, chances to win great prizes, and special features like the Advanced Media Learning Center – attract attendees to the exhibit hall and keep them there longer.
- Social events every evening of SECO are among scores of opportunities for exhibitors to meet and build relationships with prospective customers.
- SECO 2011 reserves a wide variety of promotional and advertising opportunities for Optometry's Marketplace™ exhibitors: advertising in pre-conference attendee mailings, a variety of creative media in the headquarters and host hotels, a host of exhibit hall opportunities, from tote bags to product demonstrations, reception and party sponsorships, and SECO's popular banner program.



WHO Exhibits at SECO

Optometry's Marketplace™ includes a broad spectrum of technology, product-focused and fashion-forward exhibits featuring the products and services eye care professionals need to maintain their practices and grow their businesses. The mix of products and services in Optometry's Marketplace™ continues to grow more diverse each year with more types of innovative ideas from industry leaders, new companies as well as established suppliers.

(The SECO 2010 exhibitor list precedes the application at the bottom of this file.)

WHO Attends SECO

Among the 8,000 eye care professionals from across the U.S. and internationally who attend SECO annually:

Optometrists

Allied Ophthalmic Professionals

Opticians

Paraoptometrics

Technicians

Contact lens fitters

Ophthalmic dispensers

Administrative staff

Students

What Exhibitors Are Saying About SECO

- 71% consider SECO a "must exhibit" event.
- 78% would recommend SECO to other industry suppliers.
- 58% generate leads with prospective clients from throughout the U.S. and the world.
- 92% are satisfied with SECO's Promotional Program.
- 90% are satisfied with SECO customer service.

Reserve Your SECO 2011 Exhibit Space Now. Here's How:

1. Select three booth spaces from the current SECO 2011 floor plan. List them according to your preference as choice 1, 2 and 3.
2. Complete the Application to Contract for Exhibit Space and submit it to the SECO International office via fax along with your three booth space choices. Upon receipt of the Application and booth space choices, and based on availability, SECO will put a booth on hold for you for 10 business days. SECO will send you an invoice for your booth space deposit via email as confirmation of the 10-day hold.
3. Mail the original Application to Contract for Exhibit Space to the SECO International office with your deposit within the 10-day temporary hold period.
4. Submit the balance of your payment to the SECO International office by October 15, 2010.



SECO International, LLC
4661 North Shallowford Road
Atlanta, GA 30338 USA

Phone: 770.451.8206 • Fax: 770.451.3156 • exhibits@secostaff.com

Exhibit Space Rental Fee:

\$27 per square foot

\$250 additional charge for island booths



SECO International, LLC
Providing world-class education for optometry since 1924.

Exhibit Hall Hours

Thursday, March 3

1:00 – 6:00PM

Unopposed Hours:

1:00 – 2:00PM & 4:00 – 6:00PM (OD)

1:00 – 3:00PM & 4:00 – 5:30PM (AOP)

Friday, March 4

10:00AM – 5:00PM

Unopposed Hours:

12:00 – 2:15PM & 4:15 – 5:00PM (OD)

10:00 – 11:00AM & 12:00 – 2:15PM (AOP)

Saturday, March 5

9:00AM – 4:00PM

Unopposed Hours:

12:00 – 1:00PM & 3:00 – 4:00PM (OD)

9:00 – 10:00AM, 12:00 – 1:00PM & 3:00 – 4:00PM (AOP)

Exhibit Space Includes

- Pipe and Drape (3' side rails and an 8' back rail)*
- Company identification sign at booth
- Company listing in SECO 2011 promotional pieces: Virtual Exhibit Hall, Official Registration Brochure**, On-Site Program**, Trade Show Map & Guide**, SECO Daily** and Exhibitor Locators**
- Pre-registered attendee list
- Unlimited badges for exhibiting staff
- Invitation to select booth space for SECO 2012 prior to public selection
- Complimentary beverages and meeting space in the Exhibitor Lounge

* Carpet, furniture and utilities are not included and are the responsibility of the exhibitor.

** Company listings subject to print deadlines.





Past Exhibitor List

- A & A Optical
A.I.T.
ABBA Optical, Inc.
Abbott Medical Optics
ABS Inc. Smart Mirror
Accutome, Inc.
Acuity Optical USA, Inc.
Acuity Pro\VisionScience Software
Advanced Vision Research
Alcon Laboratories, Inc.
Allergan
Altair Eyewear
American Academy of Optometry
American Board of Optometry
AmeriSciences
Apex EDI
Art Optical Contact Lens, Inc.
Aspex Eyewear Group
Association of Optometrists
Aton Pharma, Inc.
Aurora Ministries/Audio Bibles For The Blind
Baby Banz, Inc.
Back in the Black Solutions
Bausch & Lomb
Baush & Lomb Pharmaceuticals
BBH Eyewear
Beausoleil
Beehive Co-Op
Best Image Optical, Inc.
Biosyntrx, Inc.
Blue Cross Blue Shield of GA Blue View Vision
BQ Ergonomics LLC
Briot USA
British Contact Lens Association
Bryn Mawr Communications LLC
California Accessories
Canon Medical Systems
Carl Zeiss Meditec
Carl Zeiss Vision
Carolina Ophthalmics
Central Optical
Charmant USA
Chemat Vision
CIBA VISION
ClearVision Optical
Codex Techworks Inc.
Comlite Systems
Commercials On Hold
Compulink Business Systems
Contact Lens Spectrum
Continental Optical
CooperVision, Inc.
Costa Del Mar
COW Industries, Inc.
DGH Technology, Inc.
Dynamic Labs
Eagle Vision, Inc.
Eastern Ophthalmic Supply & Repair, Inc.
EMR Logic Systems Inc./OD Professional
Eschenbach Optik
Essilor of America
Europa International
Eye Designs LLC
Eyecare Business
EyeCOR by Nteon
Eyefinity/OfficeMate
Eyemaginations, Inc.
EyeMed Vision Care
Eyemed Vision Care/OneSight
EyeQuip
Eyes of Faith Optical, LLC
Face a Face / Architectures
Fashion Optical Displays
Fast Grind International/Super Systems
FCI Ophthalmics
FCO Christian Vision
First Insight Corp.
Focus Laboratories
Fortifeye Vitamins
Frame Displays
Freudenhau
Fusion Eyewear, Inc.
Gateway EDI, LLC.
Genzyme Corp.
Georgia Lion's Lighthouse Foundation
Gerber Coburn
Good-Lite
Gulden Ophthalmics
Haag-Streit USA
HAI Labs, Inc.
Heidelberg Engineering
Heine
Hi-Tech Optical, Inc.
HOYA Vision Care
Humana Specialty Benefits
Hydrogel Vision Corp.
ic! berlin America
icare USA
Ice-Tech Advanced Lens Technologies
I-dealoptics
IDOC
ifa united i-tech Inc.
Illusion Optical Displays, Inc.
Imtek Direct Marketing
Incite International Inc.
Indiana University
Innova Systems, Inc.
Inspire Pharmaceutical
Interstate Optical
ISTA Pharmaceuticals
J.F. Rey Eyewear USA Inc.
Jungle Eyewear
Kaenon Polarized
Keeler Instruments
Kenmark Group
Konan Medical USA, Inc.
KOWA OPTIMED, INC.
Lafont USA
LasikPlus
Latham & Phillips Ophthalmic
Legacie
Lido West Eyeworks
LINDBERG
Lippincott Williams & Wilkins
Liquid Software Designs
Lobob Laboratories, Inc.
Lombart Instrument
Luxottica Group

M & S Technologies, Inc.
 Macular Degeneration Partnership
 Marchon Eyewear
 Marco
 Marietta Vision
 Massaging Insoles by Healthy Feet, Inc.
 Matsco
 Max Eyewear Ltd.
 Medennium, Inc.
 Medical Video Concepts, Inc.
 MedOp Inc.
 Menizzi
 Michigan College of Optometry
 Mid-Gulf Instruments
 Modern Optical International
 MOREL
 Mountain Computer Systems
 My Vision Express by Insight Software, LLC
 Nassau Vision Group
 National Academy of Opticianry
 National Keratoconus Foundation
 National Vision, Inc.
 NC Eyewear, Inc.
 New York Eye
 Nidek Incorporated
 Nordic Naturals
 NOVA Southeastern University - College of Optometry
 NT Eyes
 Oakley
 OASIS Medical, Inc.
 Oculus, Inc.
 OCuSOFT, Inc.
 Odyssey Medical
 Ogi Eyewear
 Oliver Peoples Inc.
 Ooh la-la de Paris
 Ophthal-Mix Network
 Ophthonix, Inc.
 Optek
 Optical Dynamics
 Optical Shops International - Chrome Heart & Blinde
 OptiCare Managed Vision
 Opti-Matrix
 Optipets
 Optometric Management
 Optometric Nutrition Society
 Optometry Giving Sight
 Optometry Times
 Optos, Inc.
 Optovue, Inc.
 Paragon Vision Sciences
 Peepers Reading Glasses
 Pennsylvania College of Optometry at Salus University
 Pfizer Ophthalmics
 Pixel Optics, Inc.
 Plus Optix
 Polycore Optical
 PolyVue
 Practice Director Software
 Precision Vision
 Premiere Vision
 Preowned Eye.com
 Primary Care Optometry News/SLACK Incorporated
 Pro Design Denmark
 Professional Practice Systems, Inc.
 QRS, Inc.
 Reichert, Inc.
 Reliance Medical Products
 Review of Optometry
 RevolutionEHR
 Right Stuff Kids Books
 Rite-Style Optical
 Robertson Optical
 Roseco Optics
 Safilo Group
 SALT Optics
 Santinelli International
 Scandinavian Eyewear, LLC
 ScienceBased Health
 Shamir Insight, Inc.
 Signet Armorlite
 Similasan Corporation
 Smile Reminder
 SoloHealth Inc.
 Southern College of Optometry
 Stereo Optical Company, Inc.
 Supplyes Acquisition Company, Inc.
 Synemed Inc.
 SynergEyes
 TearLab Corporation
 TelScreen (TSi)
 Tennessee Optometric Association
 Three Rivers Optical
 TLC Vision
 TOMEY USA
 Topcon Medical Systems, Inc.
 Transitions Optical, Inc.
 Tropical CE Inc.
 TURA
 UAB School of Optometry
 Ultra Palm Optical
 Uniform Advantage
 Unilens Corp USA
 US Ophthalmic
 Uvex by Sperian
 Veatch Instruments
 Villa Veneta Eyewear, Inc.
 Vision Expo
 Vision Rehabilitation Services
 Vision-Ease Lens
 Vistakon Johnson & Johnson Vision Care Inc.
 Viva International
 Volk Optical Inc.
 VOSH International
 VSI/Vision Systems, Inc.
 VSP Global
 VSP Labs
 VSP Vision Care
 W.B. Saunders / Mosby
 Walman Optical
 Wal-Mart Stores, Inc.
 WebsysteM2
 Western University of Health Sciences College of Optometry
 WILEY X Eyewear
 Williams Group
 Wood Optic USA
 Woodlyn, Inc.
 ZeaVision, LLC.



ALL of the following information **MUST** be fully completed before this application will be processed.

SHOW CONTACT: Used for planning, logistical and invoicing purposes.

NAME OF COMPANY _____

CONTACT PERSON _____ TITLE _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____ COUNTRY _____

PHONE _____ CELL _____ FAX _____

E-MAIL _____ COMPANY WEBSITE _____

SECO International corresponds with Exhibitors almost exclusively by e-mail. A working e-mail is **MANDATORY** for this contract to be accepted. Contact e-mails do NOT have the option to opt out of SECO International communications by e-mail until the conclusion of the Show. Contact e-mails are not sold or shared by SECO International, LLC under any circumstances.

PROMOTIONAL CONTACT (if different from above): Used for promotional purposes **ONLY**.

NAME OF COMPANY _____

CONTACT PERSON _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____ COUNTRY _____

PHONE _____ E-MAIL _____

BOOTH SPACE SELECTIONS:

The undersigned (Exhibitor) hereby applies to lease from SECO International, LLC, the following booth space(s) at the SECO International 2011 Trade Show:

1st Choice _____ **2nd Choice** _____ **3rd Choice** _____

...as shown on the official diagram for exhibiting, demonstrating and otherwise displaying their products in the interest of better vision care by the ophthalmic professions on March 3-5, 2011 at the Georgia World Congress Center, in conjunction with the 88th annual SECO sponsored by the Southern Council of Optometrists, Inc. The undersigned acknowledges that exhibit space will be assigned on a first-come, first-served basis, with preference given to companies with a history of exhibiting at SECO, and to corporate supporters of SECO programs.

This document contains all terms agreed upon by parties with respect to subject matter of this agreement and supersedes all prior agreements and communications between parties concerning such subject matter, whether oral or written. This agreement may be amended only in writing signed by party against whom enforcement of amendment is sought. Exhibitor Prospectus, Show Directory and Exhibitor Terms, Rules and Regulations are hereby made a part of this agreement by reference.

Has the aforementioned company ever participated as an Exhibitor at SECO before? (circle one) YES NO
For the purposes of the SECO point system calculations, provide the company name(s) if different than above _____

Would you like to join the Exhibitor Advisory Committee? (circle one) YES NO

Send your 50 word (maximum) company description via e-mail to exhibits@secostaff.com to ensure accuracy.

CATEGORY LISTING: Check no more than three (3) product categories that apply to your company (you must check at least one):

- | | | |
|--|--|--|
| <input type="checkbox"/> Contact Lenses, Solutions & Accessories | <input type="checkbox"/> Dispensing Equipment & Accessories | <input type="checkbox"/> Low Vision |
| <input type="checkbox"/> Educational Organizations, Service Organizations & Institutions | <input type="checkbox"/> Educational, Reference Materials & Consultants | <input type="checkbox"/> Specialty Lenses & Other Lenses |
| <input type="checkbox"/> Examination Equipment, Instruments & Diagnostic Aids | <input type="checkbox"/> Pharmaceuticals | <input type="checkbox"/> Vision Therapy |
| <input type="checkbox"/> Frames, Sunglasses, Cases, Display & Other Accessories | <input type="checkbox"/> Optometric Services | Other _____ |
| <input type="checkbox"/> Laboratories & Related Services | <input type="checkbox"/> Office Practice Management, Service & Related Equipment | |

PAYMENT INFORMATION:

- Booth space is \$27 per square foot. An additional \$250 island charge will apply when applicable.
- Payments should be sent to SECO International, LLC offices.
- Payments should be made payable to SECO International, LLC via company or cashier's check only. Credit card payments will not be accepted for exhibit space under any circumstances.

Payment Schedule

- 50% deposit due within 10 business days of officially reserving the booth space
- 50% balance due by October 15, 2010

Total Booth Square Footage: _____

Total Booth Rental Fee
(total square footage x \$27): \$ _____

Applicable Island Charge: \$ _____

Total Amount Owed: \$ _____

The undersigned, or their duly authorized representatives, represents and warrants that they have authority to enter into this agreement on behalf of their company or firm and hereby agrees to the attached terms and conditions set forth in the SECO International, LLC Terms, Rules and Regulations/SECO International 2011.

Signature of Authorized Representative _____ Date _____

This application will become an officially recognized contract when it is accepted and signed by the Executive Director of SECO International, LLC. The above application to contract is accepted under the terms set forth and is hereby acknowledged:

SECO International, LLC Executive Director

SECO INTERNATIONAL, LLC TERMS, RULES, AND REGULATIONS / SECO INTERNATIONAL 2011

- 1 **AGREEMENT** By signing the Application to Contract for Exhibit Space (hereinafter referred to as "Exhibit Contract"), Exhibitor agrees to abide by these Terms, Rules, and Regulations and all amendments thereto and decisions of Show Management. For purposes of this agreement, the term "Show Management" shall mean SECO International, LLC, and its respective directors, officers and staff. The term "exhibit hall" shall mean the assigned facilities in the Georgia World Congress Center (hereinafter referred to as "GWCC"). The term "Exhibitor" shall mean any company, firm, or person who has applied for or been allocated any space at the Exhibition. The term "Show" shall mean the collection of exhibits displays in the exhibit hall at the annual event hosted by SECO International, LLC. The Exhibit Space Contract will not become binding until executed by an authorized representative of Show Management.
- 2 **EXHIBITOR'S AUTHORIZED REPRESENTATIVE** Exhibitor must name an authorized representative in connection with installation, operation, and removal of exhibit. Representative shall be authorized to enter into such service contracts as may be necessary and for which Exhibitor shall be responsible. Exhibitor shall assume responsibility for representative being in attendance throughout all Show periods and for keeping exhibit neat, manned, and orderly at all times.
- 3 **OFFICIAL ON-SITE PUBLICATIONS** Any Exhibitor whose fees are not paid in full by November 31, 2010, will not be listed in official on-site publications.
- 4 **UNDESIRABLE ACTIVITIES** If Show Management decides Exhibitor is engaged in activities, or is displaying any items contrary to the best interests of Show, or which appear to be unethical or a breach of law, Show Management may, at its absolute discretion, rearrange or remove such articles or cancel entirely any allocation of space, without liability for refund or abate the exhibit space charge paid or due hereunder, and without liability for any other damages caused by such action. Only Exhibitors are permitted to display, solicit prospects, sell products/services, or participate in Show. Non-exhibiting company loaning or making available its product to another company who is exhibiting will not be allowed to list its name in official on-site publications, or have signage or promotion of its products/services in paid exhibitor's booth.
- 5 **SPACE ASSIGNMENTS** Show Management shall use its best efforts to locate the Booth in one of the locations designated by Exhibitor on Exhibit Contract. Notwithstanding above, Show Management reserves the right to change location assignments at any time, as it may in sole discretion deem necessary for the benefit of the entire Show.
- 6 **SPACE RENTAL** Exhibitor fee includes an exhibit space as defined on show floor plan and a two-line floor marker showing Exhibitor's company name and booth number. Only one company name per booth will be listed on both sign and in official on-site publications, except in those cases where a company has a division. In such cases, Exhibitor will be required to submit a letter and evidence showing that other company is a division of parent company. Show Management shall not have any liability for any losses (in contract, tort, warranty or otherwise) incurred in connection with any typographical errors or other inaccuracies, such as in Exhibitor's name, address, phone number or e-mail address, which may ultimately appear in any Show Management poster, slide or other event material.
- 7 **USE OF DISPLAY SPACE** Exhibitor shall not obstruct view of adjacent booths. All displays shall be placed in such a way as not to extend beyond half the depth of the booth from the back wall and along both sides. There must be no less than 10 linear feet of space, occupied or vacant, between both ends of a back wall configuration in order to avoid violating Rule 7 sightlines. In all cases, the decision of Show Management shall be final with regard to obstructions of any kind that may inhibit aisle traffic from seeing a booth from the center of the aisle to at least 10 feet forward. Exhibitor's display wall(s) placed along the edge of a booth shall not be placed in a position that obstructs the view of the adjacent exhibitor's booth. A minimum of 10' distance between an exhibitor's wall(s) and the adjacent booths shall be required so as to ensure sightlines are not obstructed. Exhibitor shall not assign or sublet any allocated space, in whole or part, unless prior written consent is obtained from Show Management. If Show Management finds that such activity exists, Exhibitor will forfeit their opportunity to participate in current or future SECO International shows.
- 8 **INSTALLATION AND REMOVAL** Show Management reserves the right to fix the time for booth installation prior to event opening and for removal after conclusion of Show. Any space not claimed by 3 hours prior to opening time of first day of Show may be resold or reassigned without refund.
- 9 **EARLY REMOVAL OF EXHIBIT NOT ALLOWED** No exhibit shall be packed, removed, or dismantled prior to closing of Show without written permission from Show Management. If Exhibitor acts in breach of this provision it shall pay, as compensation for distraction to Exhibition's appearance, an amount equal to 1/3 of total space charge for Exhibitor's allocated area, in addition to all sums otherwise due under this agreement. Additionally, breach of this provision could result in loss of Exhibitor's participation in future SECO International trade shows.
 - a) For security reasons, any equipment removed from exhibit facility prior to official closing of Show shall require a special pass issued by Show Management.
- 10 **PROHIBITED ACTIVITIES** No cooking may take place in Exhibitor's space and no food and/or beverage products may be distributed by Exhibitors without written authorization from Levy Restaurants. Levy Restaurants, holds the alcoholic beverage licenses for GWCC. No beer or wine may be served by Exhibitors without prior written permission from Show Management and under no circumstances may intoxicating liquor be distributed in the exhibit hall by any Exhibitor.
 - a) All demonstrations, promotions, sales activities, surveys and distribution of circulars and promotional material must be confined to limits of Exhibitor's booth. Exhibitors must not place equipment for display or demonstration in such manner as to cause observers to gather in aisles and thus restrict the orderly flow of traffic. All equipment for display or demonstrations must be placed within assigned booth area to attract observers into booth.
 - b) Exhibits which include operation of musical instruments, radios, sound motion picture equipment, public address systems, or any noise-making machines must be operated so resulting noise will not annoy or disturb adjacent Exhibitors or their patrons.
 - c) Exhibitors are prohibited from displaying devices or objects in booth that exceed depth of the sidewalls of their booth without prior written approval from Show Management.
 - d) Animals are not permitted in facility except in conjunction with approved exhibit, display, or performance legitimately requiring use of animals. Guide dogs are excepted as required by law.
 - e) Exhibitors are not allowed to conduct activities that could be considered illegal, such as games of chance, under the laws of Georgia and the City of Atlanta.
 - f) Electrical equipment not UL approved cannot not be used.
 - g) Companies intending to exhibit for the purpose of gathering statistical data via surveys or polling must disclose, in writing at time of contracting to participate, the name of the originating contracting client to Show Management and must supply, at least 30 days prior to show start date, a copy of the survey instrument to be used. Show Management guarantees that such information shall remain confidential between Exhibitor and Show Management and all information related to Exhibitor, contracted client, and survey instrument shall not be disclosed to any other party unless Show Management is compelled by law to do so. Show Management reserves the right at all times to deny requests to conduct polls or surveys. Exhibitors who conduct polls or surveys during show without notifying Show Management, or who are discovered to have substituted a substantially different survey instrument from that submitted to obtain contract with Show Management, may be evicted from show site without delay, with no refund of contract fees, and entirely at Exhibitor's cost. Exhibitors are eligible to use premiums as an incentive for attendees to complete polls or surveys, but must notify Show Management prior to show start date of any such premiums.
 - h) For profit exhibitors are not allowed to solicit or recruit personnel, including employees, agents or dealers, at show either directly or indirectly outside of their booth during exhibit hall hours.
- 11 **FACILITY MAINTENANCE** Decorations, signs, banners, etc., may not be taped, nailed, tacked, stapled, or otherwise fastened to ceilings, walls, doors, painted surfaces, or columns unless otherwise authorized by Show Management.
 - a) No holes may be drilled, cored, or punched in building.
 - b) No painting of signs, displays, or other objects is permitted in building.
 - c) No adhesive-backed decals or similar items may be affixed to the building.
 - d) Use of Kendall 105 or TC19100 carpet tape is required in exhibit hall. All tape and residue marks must be removed from exhibit hall floors and disposed of immediately after Show. No tape of any kind will be permitted on carpeted surfaces.
 - e) Walls, columns, and permanent building utility outlets are not part of booth space and are not to be used by Exhibitors.
 - f) Helium balloons may not be distributed within the facilities, but may be approved as permanent fixtures on authorized event displays. Request for use must be submitted to Show Management in writing, however, the final determination is made by GWCC.
 - g) Use of glitter or confetti is strictly prohibited.
 - h) Other devices that weigh more than 500 psi in ton weight and are of a size that may exceed floor load limits will require the services of a special structural engineer and the approval of GWCC. All costs for this type of installation will be the responsibility of the Exhibitor.
 - i) No equipment, signs, or other display devices may be attached to the ceiling, walls, beams, or trusses in the exhibit hall unless approved by the GWCC and installed by the official show service contractor. All requests must be submitted in writing to Show Management 45 days prior to the show.
 - j) All drapes, curtains, table coverings, skirts, carpet, and any materials used in exhibits must be flame retardant.
 - k) No crates, packing materials, wooden boxes, and other highly combustible materials may be stored in exhibit hall, meeting rooms, or fire exit areas.
 - l) Lasers and x-ray equipment may only be used after receiving approval from the Georgia Department of Human Resources, Radiological Division. For detailed information, call Show Management office.
 - m) Exhibitors or their agents shall not injure or deface any part of exhibit building, booths, booth contents, Show equipment, or décor. When such damage appears, Exhibitor is liable to owner of property so damaged.
- 12 **RIGHT OF ENTRY AND INSPECTION** Show Management shall have right at any time to enter leased area occupied by Exhibitor or otherwise inspect Exhibitor's materials.
- 13 **BOOTH MAINTENANCE** Exhibitor is required to maintain daily cleanliness of booth. Cleaning of booths shall take place at times other than Show hours. Show Management will be responsible only for cleaning of aisle space and public areas.
- 14 **STORAGE** All supplies, handouts, literature, and samples must be confined to booth and NOT behind it. Packing crates and/or boxes are not permitted in booths during exhibit period, but these, when properly marked, will be stored and returned to booth by service contractors. It is Exhibitor's responsibility to mark and identify their crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for condition of contents of crates and boxes. Due to Fire Code Regulations it will be necessary to store empty crates and cartons outside building. Every effort will be made to protect crates from the elements, but neither Show Management nor its service contractors will assume responsibility for damage to them.
- 15 **EXHIBITOR AND CONTRACTOR PASSES** In order to ensure only official access to exhibit hall, all Exhibitors and their personnel and all outside service contractors will be issued non-transferable badges. No admittance to the exhibit hall will be allowed unless badge is presented. Exhibitors will be allowed in the exhibit area 4 hours before show opens on Thursday and 1½ hours before show opens on Friday and Saturday and must exit within 45 minutes after closing each day. Each Exhibitor is required to present to Show Management, at least 2 weeks prior to first day of installation, a list of outside contractors, if any, who will be assisting in installation and dismantling of Exhibitor's booth and a list detailing personnel who will be present in booth or display area.
- 16 **CANCELLATION BY EXHIBITOR**
 - a) Exhibitor specifically recognizes and acknowledges that Show Management will sustain certain losses if Exhibitor cancels or reduces its exhibit space after it has been assigned and confirmed by Show Management. Due to the difficulty, if not impossibility, of determining and proving said losses, Exhibitor agrees to pay the following amounts as liquidated damages, and not as a penalty, in the event that Exhibitor cancels all or part of its exhibit space on or within time periods specified below:

<u>TIME PERIOD</u>	<u>AMOUNT REFUNDED</u>
Cancellation on or before Aug. 1, 2010	Full refund of monies paid
Cancellation between Aug. 1 – Oct. 15, 2010	50% of monies paid
Cancellation after Oct. 15, 2010	No refund of monies paid
 - b) In case of downsizing, in addition to the assessed liquidated damages, Exhibitor's booth location on the floor plan of the Exhibition may be moved by Show Management.
 - c) Upon written cancellation by Exhibitor, Show Management has the right to resell space and retain all revenue collected. Exhibitor is obligated to pay the full amount of space contracted for unless cancellation is made in writing to Show Management prior to Oct. 15, 2010. Exhibitor understands that no cancellation will be accepted by telephone. Exhibiting company will not be allowed to set up booth unless rental amount is paid in full.
 - d) In the event that the Exhibitor defaults in any of its payment obligations, in addition to having the right to direct the Exhibitor to vacate the exhibit hall, Show Management shall have the right to collect from the Exhibitor on demand the full amount of the fees payable to Show Management as

of the date of default, as well as the right to pursue any other remedy afforded it by law.

17 EXHIBITS AND PUBLIC POLICY

- a) Each Exhibitor is charged with having knowledge of all Federal, State and local laws, ordinances, and regulations pertaining to health, fire prevention, and public safety, while participating in Show. Compliance with such laws is mandatory for all Exhibitors, and sole responsibility is that of the Exhibitor. Show Management and service contractors have no responsibility pertaining to compliance with public policy laws as far as individual Exhibitor's space, materials, and operation are concerned.
- b) All booth decorations, including carpeting, must be flame proofed, and all hangings must clear the floor. Electrical wiring must conform to National Electric Code Safety Rules and City of Atlanta Electrical Code. Two-wire lamp cord is not permitted. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs a fire hazard, the right is reserved to remove all or such part of exhibit as may be in violation, at Exhibitor's expense.

18 ERRORS AND OMISSIONS

Show Management assumes no responsibility or liability for any services performed or materials delivered by official show contractors or other suppliers to Show, their personnel or their agents. Any controversies that may arise between Exhibitors and official contractors, or personnel of either, shall be referred to Show Management for resolution, and Show Management's decision shall be final and binding.

19 SECURITY

Show Management shall provide guard service throughout the hours of set-up, show hours, before and after show hours, and during dismantling period. Security is to prevent unauthorized entry into exhibit hall. Badges must be worn at all times. Show Management reserves right to inspect any containers removed from the exhibit area.

20 LIABILITY / INDEMNIFICATION / INSURANCE

- a) Exhibitor hereby assumes entire responsibility and hereby agrees to hold harmless, indemnify, and defend Show Management and the GWCC, and each of their respective, employees, officers, directors, and agents against all claims, losses or damages to persons or property, governmental charges or fines and attorney's fees arising out of or caused by its installation, removal, maintenance, occupancy or use of the exhibit hall or a part thereof, or its operation or activities at the Show, excluding any such liability caused by the sole negligence of Show Management or the GWCC and each of their respective employees and agents.
- b) Exhibitor assumes full responsibility and liability for the actions of its agents, employees, independent contractors and representatives, whether acting within or beyond the scope of their employment, and agrees to indemnify, hold harmless, defend, and pay all expenses as they are incurred, Show Management and the GWCC and each of their respective employees, officers, directors, and agents from responsibility or liability which arises because of the acts or omission of its agents, employees, independent contractors or representatives whether acting within or without the scope of their authority.
- c) Show Management undertakes no duty to exercise care, nor does it assume any responsibility, for the protection and safety of the Exhibitor, or its agents, employees, independent contractors or representatives, or for their respective property used in connection with the Show, from theft or damage or destruction by fire, accident or other cause. Small and easily portable articles shall be properly secured or removed after Show hours and placed in safekeeping by the Exhibitor at Exhibitor's risk and expense. Any protection exercised by Show Management shall be deemed purely gratuitous on its part and shall in no way be construed to make it liable for any loss or inconvenience suffered by the Exhibitor.
- d) Exhibitor shall maintain and keep in force during the term of the installation, use of the GWCC, and move-out dates, Worker's Compensation and Employer's Liability insurance meeting the requirements of the state of Georgia, and policies of Commercial General Liability Insurance and Contractual Liability Insurance, insuring personal injury liability and products completed operations and specifically referring to the Contractual liability set forth in this Agreement. Said insurance shall be in an amount not less than \$2,000,000 Combined Single Limit for personal injury and property damage. Exhibitor hereby waives any and every claim which arises, or may arise, in its favor and against Show Management and/or the GWCC, and each of their respective employees, officers, directors and agents for any and all loss or damage covered by valid and collectible insurance policies, to the extent that such loss or damage is covered under such insurance policies.
- e) Exhibitor agrees to hold on file a certificate of insurance that must certify the coverages, limits, and entities insured as set forth in this Exhibit Contract. Show Management reserves the right to request a copy of the certificate of insurance at any time prior to, or on-site at the Event.
- f) Exhibitor acknowledges that neither Show Management, nor the GWCC maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor, at its expense, to obtain business interruption and property damage insurance insuring any losses by Exhibitor.
- g) Show Management shall not be liable to Exhibitor in excess of consideration paid by Exhibitor, exclusive of deposit, for breaches of contract or tortious conduct by Show Management, its agents, representatives, and independent contractors, whether acting within or without the scope of their authority, by agents, representatives, or independent contractors of exhibit hall, or by general public. Show Management's general contractors shall not be liable for failure to perform their obligations under their contract due to strikes, riots, acts of God, or other causes beyond their control.
- h) Each Exhibitor is required to carry insurance, for his/her own protection and entirely at his/her expense, a minimum of \$1,000,000 single limit bodily injury and broad form property damage coverage, naming SECO and GWCC and their respective employee/agents and other related or affiliated companies as Additional Insured's. Any policy providing such insurance must contain an express waiver by the Exhibitor's insurance company of any right of subrogation as to any claims against the Show, its officers, directors, agents or employees. Neither the Show, SECO International nor the GWCC and their respective employee/agents and other related or affiliated companies will insure Exhibitor's property or assume responsibility or liability for any theft, damage or loss by any cause or property of the Exhibitor, his agents or employees, nor for any injury that may occur to the Exhibitor, his agents or employees.

21 PLAYING OR REPRODUCTION OF MUSIC

Exhibitor represents and warrants that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or "mechanical" means, by or on behalf of Exhibitor unless Exhibitor has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI or SESAC) for such use. Exhibitor further represents and warrants that it shall be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including but not limited to all obligations to report data and to pay royalty fees. Exhibitor agrees to indemnify, hold harmless and defend Show Management from and against any and all claims, costs and expenses, (including legal fees), demands and actions of every kind with respect to any breach of the foregoing

representations and warranties.

- 22 **AMERICANS WITH DISABILITIES ACT (ADA)** Exhibitor represents and warrants that its exhibit and product(s)/service information shall comply with the ADA, its regulations and guidelines. Exhibitor shall indemnify, hold harmless, and defend Show Management from and against any and all claims and expenses (including attorney's fees) and costs, arising out of or related to Exhibitor's noncompliance with the ADA.
- 23 **ENFORCEMENT OF REGULATIONS** Show Management has full power to interpret and enforce all regulations of Show and power to make amendments and/or further regulations that are considered necessary for proper conduct of Show. Such decisions shall be binding on Exhibitors. Failure to comply with these or any other regulations or amendments may be sufficient cause for Show Management to require immediate removal of exhibit and/or offending Exhibitor at expense of Exhibitor. Failure to comply may also result in forfeiture of all further rights to exhibit at future shows sponsored by Show Management, together with all fees paid. Show Management may lease any space so forfeited to another Exhibitor and retain all revenues collected.
- 24 **CONFLICTING MEETING AND SOCIAL EVENTS** In the interest of maintaining attendance at official educational events and Show, Exhibitor agrees not to extend invitations, call meetings, or otherwise encourage absence of attendees, Exhibitors, or invited guests from educational sessions or Show during official event hours, which are defined herein as 7:30 AM - 7:00 PM each day of the congress published dates. Events may be held outside these times but must conform to Show Management's Affiliate Functions Policy.
- 25 **WAIVER** Waiver by either party of any term, condition, or breach shall not constitute a waiver of any other term, condition, or breach of their agreement. Rights of Show Management shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of Show Management.
- 26 **ELECTRICAL AND FURNISHINGS** Exhibitor shall pay all charges for electrical and other required utilities to GWCC. Arrangements for special electrical services must be made directly with GWCC at least 21 days in advance of Show at expense of Exhibitor. All equipment requiring electrical current must comply with City of Atlanta electrical codes and all other applicable safety requirements, including Underwriters Laboratories approved. Two-wire lamp cord is not permitted. Arrangements for rental of booth furnishings, displays, or equipment must be made directly with the official service contractor at the expense of the exhibiting company.
- 27 **SHIPPING** All shipments must be consigned to the official service contractor and marked for SECO International. Shipment(s) will not be accepted by the GWCC until Tuesday, February 8. Prior to this date, shipments sent to the GWCC will be forwarded to the official service contractor at the expense of the Exhibitor.
- 28 **GUEST BADGES** As a matter of policy adopted by the Board of Trustees of Show Management, Exhibitors are authorized to invite others in the ophthalmic professions to attend Show. Badges may be obtained at the Exhibits Registration Desk provided attendees can submit identification as proof of their profession. Show is not a public event and is open only to members of the ophthalmic professions and industry. Show Management reserves the right to charge for guest badges.
- 29 **CANCELLATION OR POSTPONEMENT OF SHOW**
 - a) In the event that the Show is postponed due to any occurrence not occasioned by the conduct of Show Management or Exhibitor, whether such occurrence be an Act of God, common enemy, result of war, riot, civil commotion, labor dispute, terrorist action, government action, or act or conduct of any person or persons not party or privy to this Agreement, then performance of parties under this Agreement shall be excused for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and in any event, for duration of such postponement.
 - b) In the event that such occurrence results in cancellation of Show, obligations of parties under this Agreement shall automatically be terminated and all rental payments made under this lease shall be refunded to Exhibitor, less a pro rata share of expenses actually incurred by Show Management in connection with Show.
 - c) Show Management reserves the right, with no liability to Exhibitor for refunds, additional expenses, or otherwise, to change date or place of Show upon two weeks notice to Exhibitor, effective from date of mailing of such notice.
- 30 **APPLICABLE LAW AND JURISDICTION** Exhibitor hereby agrees that the laws of the State of Georgia shall control construction and enforceability of this Agreement and hereby consents to jurisdiction of State of Georgia and Federal District Courts within State with respect to any right of action arising under this Agreement.
- 31 **NOTICES** All notices pertaining to this Contract must be in writing and will become effective when delivered and received by the intended recipient by one of the following methods: i) Letter sent by certified mail or by overnight carrier, return receipt requested, postage prepaid to intended recipient, ii) Hand-delivered with a signed receipt, or by iii) Facsimile (fax) transmission: Notice by fax is effective when the sender of the fax has written notice from the intended recipient that the fax transmission was received. Notices to Show Management must be addressed as indicated in this Contract. Notices to Exhibitor will be addressed to the Contact Person indicated on page 1. The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided in this paragraph for giving notice. Unless and until written notice is received, the last name and address stated in this agreement will be deemed to continue in effect for all purposes.
- 32 **EXHIBITOR APPOINTED CONTRACTORS ("EAC")** Any exhibitor using an EAC agrees to notify Show Management of such appointment and agrees to indemnify and hold harmless Show Management, the GWCC, and their respective officers, directors, employees, agents, independent contractors and representatives, from any and all liability or losses for any act, complaint, damage or loss to any other exhibitor, the exhibit hall, the property of any contractor or any consequential damages arising out of any such act or loss from the time the EAC first arrives at the GWCC until the final move-out is complete. The Exhibitor further agrees that Show Management may prohibit the EAC from working in the GWCC if it does not fully comply with all applicable rules and regulations at the Show. Any exhibitor using an EAC agrees to advise its EAC of all rules and regulations.
- 33 **SEVERABILITY** In the event any provision of this Agreement is held invalid or unenforceable, then neither remaining provisions of this Agreement nor other applications of provisions involved shall be affected thereby.
- 34 **AGREEMENT SUBJECT TO TERMS OF SHOW MANAGEMENT'S LICENSE WITH GWCC** This agreement between Exhibitor and Show Management is subject to terms of license between Show Management and the GWCC, and to terms of any and all agreements between Show Management and any other party relating to Show. Exhibitors shall not undertake any act or fail to fulfill any obligation that shall be in violation of said license or agreements.