

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.