

RULES AND REGULATIONS

The company, its employees and agents, as described on page one, is herein after referred to as Exhibitor, and Reed Exhibitions, a division of Reed Elsevier Inc. (and its officers, agents and employees) is herein after referred to as Management. Exhibitor agrees to prepare an exhibit of its products, in accordance with these rules. **Exhibitor must have paid in full before Exhibitor will be permitted to install its display.** The actual occupancy of the space taken by Exhibitor is of the essence of this License. If Exhibitor does not occupy such space, Management is authorized to occupy such space or to cause such space to be occupied as Management deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. **Management reserves the right to relocate Exhibitor space location other than that pre-specified.** It is further agreed that the conditions, rules and regulations printed on this License or any attachments hereto, and online, as any of such may be amended from time to time, are made a part hereof as though fully incorporated herein, and Exhibitor agrees to be bound by such. All cancellations by the supplier must be submitted in writing to La Cumbre management. On or before July 1st, 2010 exhibitor will be subject to 50% liability of the relinquished contract value. After July 1st, 2010 supplier will be responsible for 100% liability of the relinquished contract value. Carefully read the "Cancellation, Withdrawal, Downsizing and Default Policy" to ensure you fully understand your rights and financial obligations. This Policy will be strictly enforced. A non-refundable payment in accordance with Payment Schedule is required upon Exhibitor's return to Management of this License, in order to reserve a booth.

Cancellation, Withdrawal, Downsizing and Default Policy. In the event Exhibitor seeks to cancel this License, withdraw from the Exhibition, or downsize its space requirements for the Exhibition, Exhibitor may only do so by giving written notice to Management, by certified mail, return receipt requested. The date of cancellation, withdrawal or downsize in space as applicable shall be the post mark date on the notice.

If Exhibitor cancels, withdraws, or downsizes space requirements, Exhibitor agrees to pay on demand to Management, the amounts set forth on page one, as applicable, as liquidated damages and not as a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. 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.

In the event Exhibitor defaults in any of its obligations under this License, in addition to having the right to direct Exhibitor to vacate the Exhibition hall, Management shall have the right to collect from Exhibitor on demand the full amount of the License fees payable to Management as of the date of default, as well as the right to pursue any other remedy afforded by law.

1) CANCELLATION, WITHDRAWAL, DOWNSIZING AND DEFAULT POLICY

Without prejudice to the rights and remedies of the Management in respect of any breach of the Contract on the part of the Exhibitor the Exhibitor may reduce his stand size or withdraw from the Exhibition subject to the following conditions:

- a) The Exhibitor must give written notice to the Management setting out the amount of space by which he wishes to reduce or stating his desire to withdraw.
- b) On receipt of the Exhibitor's notice the Management will notify the Exhibitor of the proportion of rental of the relinquished space payable by way of liquidated damages for costs, administration charges and losses incurred or suffered by the Management as a result of such withdrawal or reduction, being a proportion of the Rental of the relinquished space for the relevant Exhibition as follows:

Date of receipt by Management of Exhibitor's notice to reduce or withdraw	Proportion of relinquished Contract Value payable on reduction	Proportion of total Contract Value payable on withdrawal
<i>On or before July 1st, 2010</i>	50%	50%
<i>After July 1st, 2010</i>	100%	100%

WITHDRAWAL BY EXHIBITOR

- c) The consideration due from the Exhibitor under this Regulation in the event of a withdrawal from the Exhibition will be due and payable forthwith and upon payment thereof to the Management by the Exhibitor (credit being given by the Management for all sums already paid by the Exhibitor) the Contract shall be cancelled and neither party shall have any further claim against the other.

- d) Any division of a booth necessary as a result of a request to reduce will be at the Management's discretion.
- e) Notwithstanding anything said to the contrary, the Management reserves at all times the right to refuse the Exhibitor to reduce his stand size; such refusal shall not, however, affect the Exhibitor's right to withdraw from the Exhibition in accordance with this Regulation.

2) ELIGIBLE EXHIBITS

Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants. Management reserves the right to determine the eligibility of any product for display. Exhibiting manufacturer's representatives and/or distributors must list its participating principals as the exhibitors of record. Only the sign of Exhibitor may be placed on the booth or in the printed list of exhibitors of the Exhibition. No exhibitors or advertising will be allowed to extend beyond the space allotted to Exhibitor, or above the back and side rails of such space. Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely by strict compliance with these rules. Management reserves the right to reject or prohibit any exhibit in whole or in part, or Exhibitor or any of Exhibitor's representatives upon Management's good faith determination that the same is not in accordance with these rules, regulations and exhibitor manual.

3) LIMITATION OF LIABILITY

Exhibitor agrees to indemnify and hold harmless Management and the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from its execution of this License or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will provide the services of a reputable protective agency during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by Management. Exhibitor agrees that Management shall not be liable in the event of any errors or omissions in Exhibitor's Official Directory listings or in any promotional material. Management makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.

4) DEFAULT

If Exhibitor's booth is not occupied by the time set for completion of installation of displays, such space may be possessed by Management for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation any Exhibition rule or regulation promulgated pursuant to this License, Management may, without notice, terminate this License. In the event of such default, Management may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space licensed and from the Exhibition Hall. Also, refer to "Cancellation, Withdrawal, Reduction, Downsizing and Default Policy" of this License for liquidated damages.

5) SUB-LICENSING/ BOOTH USAGE

Exhibitor shall not sub-license, assign or otherwise permit any person to occupy, Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this License. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of the Management in its sole discretion shall in all instances be final with regard to use of any exhibit space.

6) DAMAGE TO PROPERTY

Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

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7) UNION LABOR

Exhibitor shall employ only union labor, as made available by official contractors in the installation and dismantling of its exhibit, and in its operation when required by union agreements. An exhibitor planning to build special displays shall employ union display companies in their fabrication, carpentry and electrical work in such displays which must bear A.F.L.-C.I.O. union labels.

8) SPECIAL SERVICES

Electricity, gas, water, and other utilities, as well as other special services needed by individual exhibitors, are provided only when the exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with city, insurance and other requirements.

9) BOOTH REPRESENTATIVES

Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives. Booth representatives shall at all times wear badge identification furnished by Management. Management may at any time limit the number of booth representatives. **All booths must be staffed by Exhibitor during all hours the show is open.**

10) ELECTRICAL SAFETY

All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

11) SAFETY AND FIRE LAWS

All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden. Crowding will be restricted and aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.

12) PERFORMANCE OF MUSIC

Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to Management that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless Management from any damages or expenses incurred by Management due to Exhibitor's use or authorization of use of such music.

23) LOSSES

Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If its exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to ensure against these risks.

24) AMENDMENT TO RULES

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. The Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations.

25) LICENSE ACCEPTANCE

Deposit of your check does not constitute acceptance of this License. This License shall not be binding until accepted by Management.

26) THIS LICENSE IS NON-ASSIGNABLE BY EXHIBITOR

Any attempted assignment of this License shall be null and void and shall constitute a breach, resulting in cancellation.

27) INTEREST AND COLLECTION FEES.

Exhibitor agrees to pay interest at a rate of 1% per month (12% per annum), or the maximum allowable by law, on all past due balances to Management. Exhibitor further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorney's fees.

28) INTEGRATION OF LICENSE

This License contains the entire agreement between Management and Exhibitor. It may not

be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver or modification is sought will be enforceable.

29) FORUM SELECTION CLAUSE

This agreement is deemed to be entered into in the State of Connecticut and governed by the laws of the State of Connecticut. Exhibitor consents to the jurisdiction of the courts of the State of Connecticut for the resolution of any and all disputes and claims arising out of this License. Management, however, shall not be obligated to enforce its rights in the State of Connecticut, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Connecticut.

30) FUNCTIONS

Any sales or entertainment functions is strictly prohibited during the open hours of the event.

31) SOUND LEVEL

Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. Management reserves the right to determine the placement and acceptable sound level of all such devices.

32) OFFSET

Management shall have the right to set off against any amount which may be due to Management from Exhibitor, pursuant to this License or otherwise in connection with the Exhibition, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. In addition, Management shall have the right to apply any amounts received from Exhibitor under this Agreement to any other amounts due to Management from Exhibitor or its affiliates.

33) ADMISSION

Admission is open to adults affiliated with the industry served by the Exhibition. No persons under 18 years of age will be admitted to any trade exhibition. Management shall have sole control over admission policies at all times.

34) EXHIBITOR CONDUCT

Retail sales are absolutely prohibited during the Exhibition. Infraction of this rule will result in Exhibitor's booth being repossessed by Management. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within its booth. The distribution of any articles that interferes with the activities of, or obstructs access to, neighboring booths, or that obstructs aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed except by written permission of Management. In no event shall Exhibitor use its booth to promote any other exhibition or conference.

The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other exhibitor or any visitor which, in the opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may in its sole discretion be prohibited by Management.

35) All advertisements with signed insertion orders are non-cancelable and nonrefundable. In the event of cancellation, Exhibitor shall be responsible for full payment. Management reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by Management. Management has the right to offer new products or positions throughout the show cycle that may not be listed on this License Agreement.

36) The Booth Service Package is being provided as a service to the exhibitor. Any property that is purchased or leased in order to provide such service is merely incidental to the rendering of such service to the exhibitor. Thus, the provider of the service will incur all applicable sales and use taxes on such property when purchased or leased.

37) Neither Show Management, the Center, nor the official security contractor will be responsible for Exhibitor's merchandise. All merchandise on the premises is at the Exhibitor's sole responsibility and risk.

38) All companies are allowed to tear down their booth after the last appointment of the event ends. Prior tear down will result in a \$500.00 fine.