PLEASE READ ALL RULES AND POLICIES

All Exhibitors (as defined below) participating in the International Literacy Association (ILA) **2019** Conference, referred to herein as "Event," over the dates of **October 10–13, 2019**, at the **Ernest N. Morial Convention Center, New Orleans, LA**, are required to comply with the rules and policies ("Rules and Policies") set forth below, as well as the terms and conditions ("Terms and Conditions") stated in the Exhibit Space Contract ("Contract"), and the Exhibitor Service Kit ("Exhibitor Service Kit"). These Rules and Policies and the Exhibitor Service Kit are integral to and fully incorporated by reference into the Exhibit Space Contract.

Defined Terms: The term "Show Management" means the ILA and its officers, directors, members, agents, affiliates, representatives, employees, successors, and assigns, unless the context requires otherwise. The term "Exhibit Space" means the exhibit or display space applied for by Exhibitor in the Contract or the exhibit or display space actually assigned to Exhibitor for the Event. "Exhibitor" means, severally and jointly, (a) the company(ies) or person(s) that applied for Exhibit Space at the Event and agreed to enter into the Contract upon acceptance by Show Management in the manner stated below and (b) each of its officers, directors, shareholders, members, employees, contractors, agents, representatives, and/or invitees, as applicable. "Exhibit" means any or all of Exhibitor's displays, materials, goods, products, equipment, or belongings that are displayed, showcased, or used within Exhibitor's Exhibit Space. "Exhibit Space Fee" means the amount charged by Show Management for the Exhibit Space contracted for by Exhibitor. The tradeshow portion of Event is hereinafter referred to as "Exposition." Show Management and Exhibitor are collectively referred to in the Contract as the "Parties" and "Party" in the singular. The term "Exhibition Facility" or "Exhibition Facilities" means the exhibition/conference venue(s) where the Event will be held, including but not limited to the **Ernest N. Morial Convention Center** and any other venues used for the Event. "Show Dates" mean the dates over which the Event is conducted at the Exhibition Facility, including move-in, show days, and move-out days of the Exposition.

Event Name, Location, Dates and Hours of Operation: Show Management reserves the right to change, increase, or decrease the Exposition's Show hours, number of days, Event dates and times, Event location, Event theme, or Event name. Notwithstanding anything to the contrary in the Contract, Exhibitor acknowledges and agrees that if Show Management elects to re-name, change, increase, or decrease Exposition hours, days, Event dates or times, or the Event's location, Exhibitors shall not be entitled to and expressly disclaims any right or claim to the return of any portion of any Exhibition Space Fees, deposits paid or payable by an Exhibitor to Show Management.

Event Related Commercial Messages: To the extent an Exhibitor provides any information to Show Management, including contact information and other personally identifiable information, such Exhibitor hereby grants to Show Management the right to use or release such information for all lawful ILA, Show Management, and Event related business purposes, including without limitation confirming Exhibition, space, and registration information and providing Exhibitor related information to third parties retained or contracted by Show Management to provide services required or requested for the Event. Exhibitors acknowledge that information provided to Show Management such as an Exhibitor's name, address, phone numbers, email and web site addresses, number, and location of the Exhibit Space and the names and contact information of such an Exhibitor's personnel will be treated as public domain information and may be available without limitation on the Event's website and/or in materials provided to ILA members and/or Event attendees, guests, participants, or as otherwise deemed appropriate by Show Management.

No Representations by Show Management: Show Management makes no representations or warranties, express or implied, to any Exhibitor regarding the condition of the Exhibition Facility or the success of an Exhibitor's efforts for which the Exhibit Space will be used or to the number of Event attendees or the demographic nature of such attendees. Under no circumstances shall Show Management be held responsible or liable for any costs, expenses, damages, or any other sums whatsoever incurred by an Exhibitor or any other party as a result of the condition of the Exhibition Facility or an Exhibitor's efforts for which the Exhibit Space will be used.

Payment, Interest, and Collection Fees: All Exhibit Space Contracts must be signed by the Exhibitor who will occupy the Exhibit Space and must include payment in full or for fifty percent (50%) of the total Exhibit Space Fee. All Exhibit Space Fee balances must be paid in full by the posted deadline date, **December 3, 2018**. If an Exhibitor's balance is not received by this deadline date, such Exhibitor will be deemed in material breach of the Contract and any previously paid Exhibit Space Fee payments shall be forfeited by Exhibitor, and no refunds will be made to Exhibitor. All Contracts submitted to Show Management after the deadline date must be accompanied with one hundred percent (100%) payment of total Exhibit Space Fee. Any Contract submitted thirty (30) days or less prior to the Event must be submitted with full payment by credit card for one hundred percent (100%) of total Exhibit Space Fee. Failure to pay the full balance of any other fees owned to Show Management by an Exhibitor prior to such Exhibitor's move-in may result in the retention of booth freight and exhibit badges until the balance is paid in full. Exhibitors shall pay interest at a rate of 1.5% per month (18% per annum) on all past due balances to Show Management. Additionally, Exhibitors shall pay collection costs, including without limitation court costs, collection fees, and reasonable attorneys' fees incurred by Show Management in enforcing the Contract or these Rules and Policies. This includes monies past due for sponsorship and advertising as well as Exhibit Space Fees.

Rights of Offset: Show Management reserves the right, in its sole discretion, to apply any or all payments made by an Exhibitor for the Event to any or all outstanding payments due to Show Management. This applies without limitation to ad insertions, sponsorships, booth space, or any other product or services offered by Show Management.

INDEMNIFICATION

Exhibitors will be responsible for any and all demands made against either ILA, Show Management, or the Exhibition Facility on account of

any injury or death, or damage to property occurring in or upon any portion of the Exhibition Facility which are caused, either in whole or in part, by the acts or omissions of the Exhibitor, or their employees, representatives, servants, agents, licensees, Exhibitor Appointed Contractor, or contractors. Each Exhibitor shall defend, indemnify and hold harmless ILA, Show Management and the Exhibition Facility and their directors, officers, employees, affiliates, representatives, and agents from and against any and all claims, demands, actions, causes of actions, penalties, judgments, and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from, or grow out of the Exhibitor's presence at the Event, or use or occupancy of the Exhibition Facility or Event services, or from any breach by the Exhibitor of any condition of the Contract, or from the negligence or willful misconduct or any act or omission of Exhibitor, their employees, representatives, servants, agents, licensees, or contractors, except to the extent due to the sole negligence or willful misconduct of Show Management or its owners, directors, officers, employees, representatives, and agents.

INSURANCE

Each Exhibitor, at its own expense, is required to secure and maintain insurance as set forth herein throughout the duration of the Event, including move-in, Show days, and move-out days. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this Section.

Insurance Requirements: The following insurance coverages are required: (i) Worker's Compensation Insurance to the statutory limits; (ii) Employer's Liability Insurance with limits not less than $1,000,000 each accident; (iii) Comprehensive General Liability Insurance with limits not less than $1,000,000 each occurrence combined single limit for bodily injury to any one person in any one occurrence, $2,000,000 with respect to injuries to more than one person in any occurrence, and $1,000,000 with respect to damage of property and coverage for contractual, copyright infringement, operation of mobile equipment, products, and liquor liability; (iv) Automobile Liability Insurance coverage for owned, non-owned, and hired vehicles, including loading and unloading operations with minimum limits of $1,000,000 per occurrence for $1,000,000 combined single limit; and (v) Purchase insurance coverage in an amount sufficient to protect Exhibitor and its property against loss, damage, theft, or injury of any nature, and any claims arising from any activities conducted through the duration of the Event, including move-in, show days, and move-out days. The above required policies in subsections (i)–(iv) must name as "Additional Insured:" ILA (Show Management) and Exhibition Facility and their respective members, officers, directors, agents, representatives, and employees. Exhibitor agrees to maintain such insurance that will fully protect indemnify, hold harmless and defend ILA, and the Exhibition Facility and their respective members, officers, directors, agents, representatives, and employees from any and all claims of any nature whatsoever including attorney's fees, which may arise due to the actions or negligence of Exhibitor or its employees or members, contractors, subcontractors, agents, or representatives, including claims under the Worker's Compensation Act, and for personal injury, including death which may arise in connection with installation, operation, or dismantling of Exhibitor's Exhibit. The required policies may not be cancelled without 30 days advance written notice to Show Management. The insurance certificate and additional insured endorsement must be submitted to Show Management not less than 30 days prior to the first move-in date of the Event. An "A Rated" insurance carrier authorized to transact business in the State where the Event will be held must issue the insurance coverage required. Failure to provide the satisfactory Certificate of Insurance and additional insured endorsement as stated herein will result in the cancellation of the Contract, loss of Exhibitor's Exhibit Space, and forfeiture of all payments.

Waiver of Subrogation: Exhibitors shall agree to waive the right of subrogation by their insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

Exhibitor shall include in each of its insurance policies covering loss, damage, or destruction covered by "all risk" property insurance a waiver of the insurer's right of subrogation against the Insured Parties or if such waiver should be unobtainable or unenforceable, (i) an express agreement by such insurance company that such policy shall not be invalidated if the insured waives or has waived before the casualty or liability the right of recovery against any party responsible for a casualty or liability, or (ii) any other form of permission by such insurance company for the release of the insured entities. While the foregoing waiver of right of recovery is in effect, Exhibitors shall look solely to the proceeds of its property insurance policies to compensate Exhibitor for any loss occasioned by fire or other insured casualty. Exhibitors shall agree to waive the right of subrogation by its insurance carriers to recover loss sustained under the respective insurance contracts for real and personal property.

OFFICIAL EVENT SERVICES

Exhibitor Service Kit: Prior to the Event, Show Management will provide the "Show Contact" listed on the front of the Contract with access to an online Exhibitor Service Kit. The Exhibitor Service Kit will include information integral to participation at the Event, including but not limited to Event Rules and Policies, official service provider order forms, shipping delivery and storage of shipments, freight handling (drayage), utilities, electrical and building services/policies, exhibitor display rules, installation/dismantle exhibit space labor supplied by the Official General Service Provider, move-in/move-out schedules, official Event hours, rental of furniture, additional services, and other Event information necessary to aid Exhibitors.

Official General Service Provider: Show Management has contracted with several exclusive service providers for the Event. Companies other than the official Event service providers ("Official Service Providers") will not be allowed to perform any of these exclusive services. One such Official Service Provider will be appointed by Show Management as the "Official General Services Contractor." A complete listing of exclusive services will be provided in the Exhibitor Service Kit.

Exhibitor Appointed Contractor: Non-exclusive services may be performed by Exhibitor appointed contractors ("EACs") as set forth herein and in the Exhibitor Service Kit. A complete listing of EAC guidelines will be provided in the Exhibitor Service Kit. Exhibitors are required to sign and return the Exhibitor Appointed Contractor Request Form if using any contractor other than those listed in the Exhibitor Service Kit as Official Service Providers. All EACs and their staff or representatives present in the Exhibition Facility during the Event, shall be deemed agents of the Exhibitor, and must adhere to and are bound by these Rules and Policies and other Terms and Conditions as stated in the Contract and the Exhibitor Service Kit.

Each EAC must comply with all insurance requirements as stated in these Rules and Policies, separate and apart from the Exhibitor's insurance requirements, as well as indemnify, defend, and hold harmless Show Management and the Exhibition Facility as stated in the Indemnification Section of the Contract. Exhibitors will be responsible for ensuring that their EACs have adequate insurance coverage as specified herein and Exhibitors will be held liable for the conduct of each EAC it appoints or that performs services at the Event pursuant to such appointments.

Exhibitors using any party other than the Official Service Provider for the installation and/or dismantle of their Exhibit or display materials must hire union personnel or secure labor through the Official General Service Provider. The names of an EAC to be used by an Exhibitor must be sent to Show Management at least 30 days prior to the Event's first move-in date. Show Management retains the right, at its sole discretion and without liability, to prohibit, eject, or remove any EAC or EAC staff or representative from the Exhibition Facility for non-compliance under the Contract or these Rules and Policies.

Materials, advertising, or literature which include "themes" or "shows" relative to sexuality, nudity, or other content that would be, in the opinion of Show Management, considered "X" rated or offensive is strictly prohibited. The decision on acceptability rests solely with Show Management.

Exhibit Booth Design and Construction: Exhibitor's Exhibit must be designed and constructed in a manner that provides adequate area in the assigned Exhibit Space to accommodate interested attendees (Please refer to the Booth Design Guidelines in the Exhibitor Service Kit.) Exhibitor may not extend its Exhibit including without limitation booth carpet, display materials, or hanging signs outside the boundaries of its assigned Exhibit Space or across aisles.

Exhibits 400 square feet or larger must be approved by ILA and must be drawn to scale including dimensions of Exhibit fixtures.

Absolutely nothing may be suspended from the ceiling, beams, trusses, or other structures of the Exhibition Facility without prior written approval from Show Management. Submission of detailed plans for consideration must be received no later than **August 1, 2019**. All items to be suspended from the Exhibition Facility's ceilings, beams, trusses, or other structures including sign displays, light and sound equipment etc. must be installed by an Official Service Provider and are subject to prior approval by Show Management and/or the Exhibition Facility. Specifications must be sent to the appropriate Official Service Provider.

Exhibit Space Occupancy, Set-up, and Exhibit Hall Hours: Hours and dates for installing, occupying, and dismantling Exhibits will be specified in the Exhibitor Service Kit. Exhibitor's Exhibit must not be disturbed, dismantled, or removed before the official close of the Exposition, and must remain staffed during all official Exposition hours as stated in the Exhibitor Service Kit. If Exhibitor fails to install its Exhibit in its assigned Exhibit Space or leaves its Exhibit Space unattended during the official Exposition hours, Show Management shall have the right to take possession of Exhibitor's Exhibit Space, remove the Exhibit and its contents from the Event, and no refund will be due to the Exhibitor.

Should extraordinary events occur requiring early departure from the Event, the affected Exhibitor must immediately notify Show Management onsite and make arrangements for such an occurrence prior to any removal of its Exhibit or its contents. If an Exhibitor, through circumstances beyond its reasonable control, is delayed in arrival or set-up, such Exhibitor must notify Show Management as soon as possible prior to the Event. Non-notification as stated herein will result in the cancellation of the Contract, loss of Exhibitor's Exhibit Space, and forfeiture of all payments to Show Management, Official Service Providers, and/or the Exhibition Facility. No refunds will be made.

Exhibitors shall not, nor permit others to do anything to their Exhibit or anything in the Exhibition Facility, or bring anything into the Exhibition Facility, which would cause a difference in conditions from those previously approved by Show Management, its insurance carriers, or the owners or managers of the Exhibition Facility, which will in any way increase premiums payable by any of such parties for fire, casualty, liability, or other insurance on the Exhibition Facility or any property therein. Exhibitor shall pay, on demand by any such parties, any increase in premium cost or surcharge resulting from the Exhibitor's violation of this Section.

Food and Beverages: Alcoholic beverages may not be served within an Exhibitor's Exhibit Space without the prior written permission from Show Management. Exhibitors receiving permission to serve alcoholic beverages must provide a certificate of insurance for Liquor Liability naming ILA and the Exhibition Facility and their respective officers, directors, employees, affiliates, and representatives as additional insured. Alcoholic beverages may not be served during Exposition move-in or move-out under any conditions.

The Exhibition Facility's official caterer is the exclusive food service for the Exhibition Facility and as such must provide all food and/or beverage items served within the Exhibition Facility including an Exhibitor's Exhibit Space. Preparation of food or beverages within an Exhibitor's Exhibit Space is prohibited.

Exhibitors will be solely responsible for the maintaining and cleaning of their Exhibit Space. Please reference the Exhibitor Service Kit for the appropriate forms.

EXHIBIT SECURITY AND FIRE SAFETY

General Security: All Exhibit materials and content brought into Exhibition Facility is done so at Exhibitors' own risk, including without limitation any Exhibit materials, displays, equipment, items, goods, wares, and any other property including personal property (collectively "property"). Show Management will provide access and crowd management personnel during the Exposition installation, show hours, and dismantling of the Event for general safety and security purposes only. The security services provided by Show Management are not intended or offered, nor are they to be interpreted by Exhibitors, in any form whatsoever, as a guarantee by Show Management or the Exhibition Facility against any loss, theft, or damage to an Exhibitor or any of an Exhibitor's Exhibit, property, or possessions. Exhibitors understand and agree that the provision of such security services constitutes adequate discharge of all obligations of Show Management to supervise and protect an Exhibitor's Exhibit, property, and/or possessions within the Event. Exhibitors are solely responsible for the security and safeguarding of their Exhibit Space and its property at all times. Exhibitors may furnish additional guards at their own cost and expense subject to Show Management's prior written approval. Exhibitors understand and agree that Show Management is not liable for anything its guard service, or the Exhibition Facility security does or fails to do. Exhibitors will not be allowed into the Exposition Hall areas of the Exhibition Facility after Exposition hours.

Fire Regulations: Fire regulations require all display material used for decoration to be flameproof. Compliance with this regulation is the sole responsibility of each Exhibitor. No combustible decoration, such as crepe paper, cardboard, or corrugated paper shall be used at any time. All boxes, crates, and other packing containers, excelsior, or wrapping paper used must be flameproof, and must be removed from the Exhibition Facility' exhibit halls and cannot be stored under tables or behind an Exhibitor's Exhibit Space. All muslin, velvet, silken, or any other decoration must stand a flameproof test as prescribed by fire ordinance of the city and/or state in which the Event is held. The use of flammable materials necessary to the purpose of an Exhibitor's Exhibit, where no other alternative can be used, must receive the express written approval of the local Fire Department and a copy of affidavits attesting to flame-proof compliance with all applicable fire, health, and safety ordinances, codes, and policies must be submitted to Show Management no less than sixty (60) days before the Exposition's opening date. All materials and fluids, which are flammable, are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc. are not permitted.

Electrical Equipment: All electrical equipment, including signs and lights, shall be in good and safe operable condition and be able to pass the inspection of the local Fire Department, and in compliance with all applicable fire, health, and safety ordinances, codes, and policies.

Exhibit Standards: Show Management reserves the right, in its sole and absolute discretion, to reject, eject, remove, or prohibit any Exhibit, in whole or in part, or any Exhibitor or its representatives, if, in the opinion of Show Management, the Exhibit or the activities of the Exhibitor or its representatives violates the Contract, the Rules and Policies, Exhibitor Service Kit, or which in Show Management's opinion are detrimental to the aims, goals, or purpose of the Event or whose display of goods, services, or products are not, in the opinion of Show Management, compatible with the general character and objectives of the Event. Questionable Exhibits shall promptly be modified at the request of Show Management. Show Management reserves the right to interpret and remove from the Event any program materials, advertising, or literature which is deemed offensive, inappropriate, or in bad taste if such materials are displayed. Exhibitors using costumed persons, image hosts, mannequins, or anyone affiliated with an Exhibitor's Exhibit Space must see to it that such personnel's appearance and dress do not offend even the most critical. The decision on acceptability rests solely with Show Management, and Show Management retains the right to refuse entry, deny access, or immediately remove such persons from the Event without any liability.

EXHIBITOR CONDUCT

Fraudulent Exhibitor registration or misrepresentation of status or goods, products, or services will be cause for removal from the Event. Show Management prohibits abusive conduct and inappropriate behavior toward Show Management, attendees, guests, Exhibitors, affiliated representatives, or any other person participating in the Event. Whenever possible, the Exhibitor will be given notification and reasonable time to correct the problem. If any Exhibit or any Exhibitor is removed or ejected from the Event for violation of the Contract, the Event Rules and Policies, or for any other reasons, Exhibitor will have forfeited all Exhibit Space Fee, registration fees, or any other fees, and therefore will not be entitled to any refunds and will remain liable for any damages due to its actions.

Publication Displays: Publication space will be strictly limited to the display of approved trade publications, as deemed appropriate by Show Management. Publications, literature, and promotional materials distributed by the Exhibitor must be contained within the assigned Exhibit Space. Show Management shall retain right, at its sole discretion, to accept or reject any publication for distribution or display within the Exhibition Facility during the Event.

Product Demonstrations and Book Signings: All product demonstrations and book signings must take place within the confines of the assigned exhibit space must abide by the following guidelines:

- Area must sufficiently hold the audience within the confines of the Exhibit Space. Spectators are no permitted to block or impede the free use of the aisle.
- Exhibitor personnel, including demonstrators, hosts/hostesses, or promotional characters, are required to confine their activities solely within the confines of their Exhibit space.
- Exhibitors are responsible for assigning staff or hiring security to manage crowds to ensure aisles are kept clear and access to neighboring exhibits is maintained.
- Show Management reserves the right to determine action for Exhibitors in violation including but not limited to hiring security and/or shutting down power at the Exhibitor's expense.

Sound and Lighting Devices: Exhibitors must submit a detailed drawing for Show Management approval defining the planned use of equipment. Public address announcements by Exhibitors are prohibited. Exhibitor is prohibited from employing any carnival-type attraction, animal or human, or from operating noise-creating devices such as bells, horns, or megaphones. No animals including but not limited to reptiles, birds, fish, rodents, or insects may be used as part of any Exhibit or within the Exhibit Space.

Flashing or neon lighted signs or electronic displays or sound-emitting devices must be constructed or controlled in a manner that will not interfere with or constitute a nuisance to other exhibitors or attendees. Lights, gobos, or sound of any kind must not be projected outside of an Exhibitor's Exhibit Space booth. Sound and lighting devices must abide by the following guidelines:

- Noise levels are not to exceed 80 decibels. Complaints reported to Show Management will be tested from the center of the aisle from all sides of the Exhibitor's Exhibit Space in question. If the noise level goes above 80 decibels, or is particularly disturbing or disruptive, Show Management will direct that the noise be turned down or turned completely off.
- If after one warning from Show Management, the offending Exhibitor does not reduce the sound level, Show Management may elect to shut off power to the offending Exhibit. The Exhibitor will be responsible for any charges related to this action.
- Speakers must face inward and not towards aisles or neighboring exhibits. If Show Management finds Exhibitors with speakers not in compliance to this guideline, the direction of the speakers will be relocated to a more appropriate position. Offending Exhibitors will be responsible for all charges related to this action.
- Video productions relating to an Exhibitor's equipment is permitted, provided equipment and screens are set back from all aisles and all viewers stand or sit within the confines of the Exhibit Space.

Damage to Exhibition Facility: Exhibitors will not allow any article to be brought into the Exhibition Facility, or any act done on the Exhibition Facility's premises, which would invalidate the insurance or increase the premium of the policies held by the Exhibition Facility. Further, Exhibitors will not permit anything to be done by their employees, representatives, guests, or agents by which act the Exhibition Facility or its property or equipment of other exhibitors or attendees will be damaged. Anything in connection therewith necessary or proper for the protection of the Exhibition Facility, or its equipment or furniture, will be at the sole expense of the Exhibitor. All Exhibit Space is provided subject to these conditions. Exhibitor assumes the entire responsibility and liability for any damage or loss to the Exhibition Facility, its own property, or to the property of others whatsoever resulting from such violations. In the event damage or loss occurs to an Exhibitor's Exhibit or property and such damage is caused by another exhibitor, the involved parties shall be responsible for resolving the dispute.

PROMOTIONAL ACTIVITIES

All Exhibitors must submit an Exhibitor Booth Activity Form to Show Management. All Exhibit activities, solicitation efforts, and the distribution of promotional materials are limited to the confines of its Exhibit Space, unless otherwise previously approved by Show Management. Standing in aisles or in front of other Exhibitors' Exhibit Space for promotional purposes is prohibited.

Exhibitors using costumed persons, image hosts, mannequins, or anyone affiliated with an Exhibitor's Exhibit Space must see to it that such personnel's appearance and dress do not offend even the most critical. The decision on acceptability rests solely with Show Management, and Show Management retains the right to refuse entry, deny access, or immediately remove such persons from the Event, if it deems such action appropriate.

Exhibitors shall only display products that it manufactures, represents, or legally distributes. Distributed literature must be related strictly to the products and/or services on display or directly available from the Exhibitor of record. All Exhibits shall display products or services in a tasteful manner.

No signs, decorations, banners, advertising material, special exhibits, or promotional activities will be permitted outside of Exhibitor's assigned Exhibit Space, except by prior written permission of Show Management. The aisles, passageways, overhead spaces, and all areas/function space outside of Exhibitor's Exhibit Space shall remain strictly under control of Show Management. Uniformed attendants, models, and other employees of Exhibitor must remain within the assigned Exhibit Space.

Balloons and stickers are prohibited in the Exhibition Facility. Distribution of promotional items or samples/souvenirs, mascots, literature, and/or any other form of advertising is prohibited in the Facility's corridors, lobbies, public space, or anywhere outside of the Exhibitor's Exhibit Space. Handouts with gummed backing that adhere or cause adhesion are considered stickers.

Equipment must be arranged so that Event attendees do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's Exhibit Space are prohibited.

Selling/Taking Orders: Selling of products, goods, or samples is prohibited during the Event without the advanced notification to Show Management of retail sales in an Exhibitor's Exhibit Space. Exhibitor agrees to abide by all state/local tax policies. ILA may advise of any tax requirements but each Exhibitor is responsible for collecting and submitting payment of their own sales tax to the appropriate legal authority. Noncompliance may result in immediate shutdown of Exhibitor's Exhibit by local or state authorities. Exhibitors will be liable for all obligations resulting from their noncompliance. Exhibitors shall

indemnify, defend, and hold harmless ILA from any and all costs and/or expenses (including counsel fees) involved in addressing or defending any matters arising in whole or in part from Exhibitor's sale of products or services during the Event.

Hospitality Space and Associated Exhibitor Activity: Show Management reserves the right to control all group activities sponsored by Exhibitors during the period of the Event whether they are to be held inside or outside the Exhibition Facility. Exhibitors must not conduct or schedule tours, meetings, activities, meetings, or other events or activities outside of the Exhibition Facility during the Event's official Show hours without Show Management's prior written approval.

Without limiting the generality of the foregoing, the following specific rules apply: (i) Hospitality or business suites must receive written clearance from Show Management; (ii) Hospitality or business suites, meeting rooms, or public rooms shall not contain Exhibit equipment or materials without receiving the prior written approval from Show Management, and (iii) Hospitality or business suite activities are strictly prohibited during posted meetings or Exposition hours. Failure to seek and obtain the necessary approval from Show Management for such activities will be deemed a material breach of the Contract by the offending Exhibitor and Show Management shall have the right to remove the offending Exhibitor and its Exhibit and all content therein or related thereto from the Event without recourse, and the offending Exhibitor will forfeit any monies paid to participate or exhibit in the Event. Additionally, the offending Exhibitor will have forfeited any right to exhibit or participate at future ILA events.

Distribution of Promotional Materials outside the Exhibition Facility: Show Management must approve the distribution of any and all promotional materials intended for distribution in the guest rooms, public space, and lobbies of the official convention hotels. Distribution, although authorized by Show Management, is subject to individual host hotel restrictions. If an Exhibitor distributes their materials in this fashion without prior written approval from Show Management, Exhibitor will be subject to forfeiture of its Exhibit Space. Any monies theretofore paid by Exhibitor to Show Management or its agents whether for the Exhibit Space or as otherwise related to the Event may be retained by Show Management without liability and without recourse by Exhibitor.

PHOTOGRAPHY/VIDEO RECORDING

Exhibitors shall not photograph, record, or video tape (including without limitation through the use of camera phones, computer/table photographic devices, or other photographic or electronic recording devices) the Exposition, performances, presentations, products, or other activities at the Event for commercial use, sale, or distribution of any kind without the express written consent of Show Management. Exhibitors shall not photograph, record, or videotape the exhibit or products of other Exhibitors.

From time to time, Show Management or its agents may take or create photographs, motion pictures, video, sound, or other electronic or computerized data recordings (collectively the "Recordings") of the Event in the Exhibition Facility, as well as other Event venues. These Recordings may include images, likenesses, depictions, or representations and/or voices of Exhibitors, and/or an Exhibitor's employees, agents, representatives, spokespeople, and Exhibitor's Exhibit and related merchandise or displays. Exhibitors may not hinder, obstruct, or interfere in any way with such Recordings whether obtained by Show Management or its agents.

Each Exhibitor shall acknowledge and agree as a condition of entering into the Contract with ILA to exhibit and/or participate in the Event, that the Exhibitor shall grant to ILA, on its own behalf and on behalf of its principals, employees, officers, directors, agents, representatives, spokespersons, and invitees (i) the irrevocable right, license, and authorization to use, publish, broadcast, translate, adapt, and develop into other mediums and formats (including without limitation, video recordings, voice recordings, and electronic and computerized data) the Exhibitor's name, voice, image, likeness, or other portrayal, or the Exhibitor's trademarks, trade names, logos, or merchandise, however received or obtained by ILA in the course of the Event, either directly or through ILA's representatives or agents, for ILA's use in trade, marketing, advertising, promotion, publicity, and for any other lawful commercial purpose in the advertising and promotion of the Event and other ILA meetings, events, conventions, and exhibitions, without compensation or obligation to the Exhibitor or its principals, employees, officers, directors, agents, representatives, spokespersons, or invitees; and (ii) ILA will retain the exclusive right, title, and interest (including all worldwide copyrights) to any such Recordings, free of any claims by the Exhibitor or any other person deriving any rights or interest from the Exhibitor.

INTELLECTUAL PROPERTY, MUSIC LICENSING AND USE OF COPYRIGHTED WORKS

Exhibitor Use of Intellectual Property, Music Licensing, and Use of Copyrighted Works: As a condition of each Exhibitor entering into the Contract with ILA to exhibit and/or participate in the Event, the Exhibitor represents and warrants to Show Management that the Exhibitor owns or validly possesses the right to make, use, perform, sell, and display any patented products, copyrighted works, trademarks, service marks, and trade names (collectively, "Intellectual Property"), as the case may be, used by an Exhibitor at or to promote its activities at the Event and all affiliated events. To the extent necessary to fulfill Show Management's express obligations in the Contract, an Exhibitor shall grant to Show Management a non-exclusive, royalty-free, revocable, non-transferable worldwide license (without the right to sublicense) to use the Exhibitor's trademarks, service marks, logos, trade names, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files, and images. Each Exhibitor will be responsible for securing and paying for any and all necessary licenses or consents for (a) any performances, displays, or other uses of copyrighted works, trademarks, or patented inventions or designs and (b) any use of any name, likeness, signature, voice, or other impression, or other intellectual property owned by others at the Event. Exhibitors or their agent(s) agree not to allow any work protected by copyright, trademark, or otherwise to be staged, produced, or otherwise performed or displayed, via either "live" or mechanical means, by or on behalf of the Exhibitor at the Event or any event related activities, unless the Exhibitor or agent(s) has previously obtained written permission from the copyright owner or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC), or the intellectual property right owner for such use. Exhibitors accept full and complete responsibility for the performance of all obligations under any agreement permitting the use of the music or another party's intellectual property, including but not limited to, all obligations to report data and to pay royalty fees. No Exhibitor will be permitted to play, broadcast, or have performed any music or use any other copyrighted or intellectual property or materials, such as photographs or other artistic works, without first presenting to Show Management satisfactory proof that the Exhibitor has, or does not need a license to use such music or copyrighted or otherwise protected materials. Show Management reserves the right to remove from the Event all or any part of any Exhibit which incorporates music, photographs, or other copyrighted material and for which the Exhibitor fails to produce proof that the Exhibitor holds all required licenses.

Show Management has no obligation to monitor the uses and displays of intellectual property at the Event, or affiliated events or to conduct an independent investigation of the status of rights to any intellectual property. Breach of the foregoing representation or warranty by an Exhibitor shall be grounds for immediate revocation of the right to exhibit or participate in the Event, without notice or hearing.

Exhibitor's Responsibility: Exhibitors shall remain liable for and shall indemnify, defend and hold harmless Show Management, the Exhibition Facility, and their respective directors, officers, employees, agents, and representatives from and against any claim of liability and any incident or resulting loss, cost or damage, including but not limited to, reasonable attorney and expert witness fees, and all other associated costs of lawsuits, for failure or alleged failure to obtain these licenses or consents or for infringements (or claimed violation or infringement) of intellectual property, including without limitation copyright, patent, trade secrets, or the unauthorized use of a registered

trademark or service mark or other violations of the property or proprietary rights, or the rights of privacy or publicity of any third party arising from, related to or in connection with the Event by an Exhibitor or its directors, officers, employees, agents, or representatives.

PRIZE DRAWINGS AND CONTESTS

Subject to applicable law, Exhibitors will not be prevented from conducting drawings or contests for prizes and awards during the Event. Exhibitors conducting drawings or contests for prizes and awards will be solely responsible for such legal compliance. Show Management is not in any way responsible for determining applicable law; nor is Show Management liable for such drawing or contests and does not endorse any services or products drawn or won. If it is determined that such drawings or contest do not or will not fully comply with applicable law or that the prizes being offered are misrepresented as to their value or that such drawings or contest would unduly disrupt the proper functioning of the Event such activities must be ceased immediately, and Show Management will have the option to terminate such drawings or contest.

ADMISSION

The Event is not open to the public. Show Management shall have sole control over admission to the Event. All persons visiting the Event will be admitted according to these Rules and Policies or as amended by Show Management.

Badges: Admission to the Event is by official Event/Exposition registration badge only. Due to security regulations, Exhibitors may be asked to present photo ID to receive badges. Badge must be worn at all times, including Exposition move-in and move-out. Registration Badges are the property of ILA and are non-transferable. Exhibitors must supply badges for all models and temporary personnel out of their allotment or through additional payment. Exhibitor Appointed Contractors are required to obtain and pay for their badges.

Children: In order to maintain the professional atmosphere that our attendees and Exhibitors deserve and demand, children under the age of 16 years old are prohibited from attending the Event and special events, except upon prior written approval of Show Management. All such requests must be submitted in writing to Show Management. Notwithstanding the foregoing, no person under 18 years old is permitted on the Exposition floor during move-in and move-out periods.

FORCE MAJEURE

If the Event is terminated, in part or whole, for any reason beyond the reasonable control of Show Management, including without limitation acts of God, war, mob, riot or civil commotion, strikes, labor disputes, accidents, governmental laws, ordinances, regulations, requisitions or restrictions, unavailability of facilities, lack of utilities, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism, disruption to transportation, disaster, fire, earthquakes, severe weather conditions, epidemic or pandemic, or any other comparable calamity, casualty, or condition, Show Management may terminate the Event without liability.

If any part of an Exhibition Facility is damaged or if circumstances beyond Show Management's reasonable control make it impossible, impractical or inadvisable for Show Management to permit an Exhibitor to occupy or continue to occupy their assigned Exhibit Space location during any part of or the entire Event, Show Management may, in its sole discretion, to relocate effected Exhibitor to alternative Exhibit Space. If, Show Management, in its sole discretion, determines that relocation is not available or feasible, such Exhibitor will be charged a pro rata Exhibit Space Fee for the period that the Exhibit Space was or could have been occupied by Exhibitor. Show Management will refund the remaining portion of the Exhibit Space Fee, minus a share of costs, expenses, and commitments required to recompense Show Management up to the time of termination, in full satisfaction of all liabilities of Show Management to Exhibitor.

COMPLIANCE WITH LAWS AND PERMITS

Exhibitor Compliance with Laws: Exhibitors shall be knowledgeable of and to comply with and be bound by all applicable federal, state, and local laws, ordinances, and regulations, including without limitation all applicable laws, ordinances, rules, and regulations pertaining to utility and building codes health, fire prevention, and public safety, and any rules or regulations, including any union labor work rules, of the Exhibition Facility, while participating in the Event. All rights and privileges granted to Exhibitors under the Contract are subject to and subordinate to the master leases and licenses between Show Management and the Exhibition Facility.

Permits and Licenses: Exhibitors will be solely responsible for obtaining any licenses, permits, tax identification numbers, or approvals required under applicable federal, state, or local laws related to an Exhibitor's activities at the Event. Exhibitors will be responsible for paying all taxes, license fees, use fees, royalties or other fees, charges, levies, or penalties that become due to any governmental authority in connection with their activities at the Event.

Americans with Disabilities Act: Exhibitors shall have the sole responsibility for ensuring that their Exhibit Space is in full compliance with the Americans with Disabilities Act ("ADA") and any regulations under that Act. Exhibitors acknowledge and agree that, in connection with the Event/Exposition, their Exhibit Space will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitors shall (i) provide, at their own expense, any auxiliary aids and services as may be necessary to ensure effective communication with attendees in their Exhibit Space; (ii) assure, at their expense, that displays posted at or on an Exhibitor's Exhibit Space(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

Assignment: Exhibitors shall not sell, assign, transfer, nor convey the Contract or assign, sublet, or permit its Exhibit Space, or any part thereof, to be used by another, or allow any use of the Exhibit Space other than that specified in the Contract, without the prior written approval of Show Management. Any attempted sale, assignment, transfer, conveyance of the Exhibit Space, or any part thereof in violation of this Section will be voidable at the option of Show Management, entitling Show Management to terminate the Contract and the offending Exhibitor shall liable for all damages incurred by Show Management.

AMENDMENTS/SHOW MANAGEMENT DECISIONS/VIOLATIONS

The ILA Conference Exhibitor Rules and Policies are in place to maintain courtesy and respect throughout the Exhibit Hall in order to optimize the exhibiting experience for all participating Exhibitors.

Show Management Right to Amend the Exhibitor Rules and Regulations: Show Management shall have the right to make or modify, amend, or change such rules and regulations or changes in floor plan arrangements of Exhibit Space for the Event, as it shall deem necessary and to amend same from time to time. Show Management shall have the final determination and enforcement of all terms and conditions and rules and regulations.

Show Management Decisions: The terms and conditions set forth in the Contract, these Rules and Policies, and any additional rules and regulations, which may be established by the Exhibition Facility or ILA, shall govern the rights and responsibilities of Show Management and Exhibitors. Any and all matters, compliance issues, or questions not specifically covered or addressed in the Contract, or these Rules and Policies will be subject solely to the decision and determination of Show Management. Show Management will have full power in any matter of interpretation, amendment and enforcement of all terms and conditions and Rules and Policies, sponsorship materials, and in the Exhibition Facility contract, to which Show Management is or will be a party as it deems necessary for the general success of the Event, and in all instances Show Management's decisions and rulings will be final.

Violations: If an Exhibitor infringes on or violates the Contract or any of these Rules and Policies, ILA shall have the right, at its sole discretion to (i) take possession of the offending Exhibitor's Exhibit Space, remove all persons and properties of the Exhibitor and hold the Exhibitor accountable for all risks and reimburse Show Management for all costs and expenses incurred in the staffing or dismantling, packing, and removal of Exhibitor's Exhibit; and/or (ii) ban the offending Exhibitor from future ILA events.

ENTIRETY OF THE AGREEMENT

The headings to the various sections of these Rules and Policies are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit, or expand the intent of the Parties as expressed herein. Termination of the Contract will not affect or modify those obligations of the Parties under the Contract by their terms are to survive the termination of the Contract. The Contract, these Rules and Policies, or other provisions of the Exhibitor Service Kit or any amendments and schedules referred to herein constitute the complete and exclusive statement of the terms of the agreement between Show Management and Exhibitor pertaining to the Event and supersede any and all prior oral and written understandings, quotations, communications, and agreements. No person is authorized to make any changes, amendments, or modifications to these terms and conditions except in a writing specifically referring to the Contract and signed by a duly authorized representative of Show Management.