

Rules and Regulations

This contract along with the Exhibitor Policies and Procedures for Exhibitors booklet, which is furnished to each exhibiting company in advance of the show, contains the entire agreement between the exhibiting company ("exhibitor") and the Drug Information Association. The DIA 2014 50th Annual Meeting to be held June 15-19 2013 at the San Diego Convention Center in San Diego, CA is managed by the DIA.

1. Eligible Exhibits: DIA reserves the right to determine eligibility of any company or product to participate in the show. DIA can refuse rental of exhibit space or terminate this contract if already executed, to any company who is in direct competition with DIA or whose display of goods and/or services is not in DIA's sole judgment, compatible with and complementary to the show and the industry, which DIA serves. In the event of such termination, DIA shall refund, in full, all payments, including deposits, which it may have received from the exhibitor.

2. Booth Assignments: Will be made based upon the date the Application and Contract for Exhibit Space is received, as well as the booth selection, booth size, location specifications and proximity to other companies as indicated by the exhibitor. Furthermore, in the judgment of DIA, if it becomes necessary to change the original allocation of space, the DIA may do so by notification to the exhibitor's authorized representative.

3. Exhibit Space Rental Fee: The DIA exhibit space rental fees are outlined on the front of this Application and Contract for Exhibit Space.

4. Payment: The payment schedule is outlined on the front of this Application and Contract. A minimum of 50% of booth rental fees will accompany this Application and Contract if submitted between June 27, 2013 and January 17, 2014. Full payment must accompany this Application and Contract if submitted after January 17, 2014. No exhibitor will be allowed to participate in the show unless payment in full is received prior to the start of the exposition.

5. Cancellations: Exhibitors have the right to cancel their space reservations at any time by written notice to DIA. Refunds will be issued based on the total amount of the order, the total amount paid, and the date the notice of cancellation is received. A non-refundable fee will be withheld from the amount refunded to cover administrative costs. Registrants are responsible for canceling their own hotel and airline reservations. Under all circumstances, DIA retains the right to resell any booth space cancelled by the exhibitor. Refunds will be based on when the notice of cancellation is received. The use of any complimentary exhibitor registration badges is forfeited upon cancellation of space.

6. Use of Space: No subletting or sharing of space is permitted. DIA retains the right to have removed from the exposition any company that has not duly contracted with DIA for space. All exhibitor activities must be confined to the limits of rented space and must not impede traffic or interfere with the activity of other exhibitors. Every exhibit must be fully staffed and operational during the entire show. DIA may evict exhibitors, who, because of noise, conduct of personnel, methods of operation or any other reason, detract from the general educational character of the show. In the event of eviction, DIA will not issue a refund.

7. Failure to Occupy Space: Any space not at least partially occupied at least 30 minutes prior to opening, will be forfeited by the exhibitor and can be used by DIA in any manner, without refund, unless arrangements for delayed occupancy have been previously approved by DIA. All booths must be set-up and ready for the show by the walk through inspection.

8. Character of Exhibits: DIA provides aisle carpeting in main and cross aisles and general security in the exposition beginning with exhibitor set-up and concluding after all show freight has been removed from the floor. Standard in-line booths may not exceed a back wall height of 8' and no part of the exhibit or equipment may exceed a height of 4' in the front half of the booth. All island booths are restricted to a height of 20'. No exhibit is permitted to obstruct the view of adjacent booths. All signs must be one sided only and must be set back within the exhibitors space so as not to detract from the overall impact of the exhibit that is directly adjacent. Requests to deviate from these guidelines must be submitted in writing to DIA for approval prior to set-up. DIA reserves the right to direct revisions, at exhibitor expense, of any exhibit that does not comply with these guidelines. Apart from the specific display space for which an exhibiting company has contracted with DIA, no part of the San Diego Convention Center, its grounds or surrounding grounds, may be used by any organization other than DIA for display purposes of any kind or nature without the express written permission of DIA. Exhibit brand or company logos, signs and/or trademark displays will be limited to the exposition only.

9. Fire Regulations: Each exhibitor is responsible for knowledge of and adherence to all San Diego, CA fire and safety codes which will be published in the Exhibitor Service Kit. All electrical signs and equipment must be wired to meet the specification of Underwriters Laboratories (UL) and must conform to appropriate federal, state, and municipal codes. Compliance with such laws is mandatory for all exhibitors and is the sole responsibility of the exhibitor.

10. Americans with Disabilities Act (ADA): Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act and any regulations under that Act. Exhibitor will ensure the accessibility of its exhibit

space and agrees to hold harmless and indemnify DIA against any claims, damages, loss or exposure, including attorney's fees and costs, arising out of or related to any alleged ADA violation. The San Diego Convention Center shall be responsible for all accessibility requirements and labor accommodation requirements under the ADA relating to the exhibit hall and attendee facilities.

11. Indemnity: The Exhibitor agrees to indemnify and hold harmless the DIA, its officers, directors, employees, members, show management company, and other agents or representatives from any and all liability to any person or persons for or by reason of any condition, defect or operation of any apparatus, equipment, or fixtures furnished by the exhibitor in connection with his/her exhibit. Exhibitor further agrees to hold harmless the DIA, its officers, directors, employees, members, show management company, and other agents or representatives from any and all liability to any person or persons for or by reason of any act or omission of said exhibitor, or any of his/her agents, servants or employees. This Indemnity includes, but is not limited to, claims of injury, death, or property damage, or of copyright, trademark or patent infringement, unfair competition, and product liability. The exhibitor, on signing the contract, expressly releases the DIA and its show management company and other agents and representatives from any and all claims for such loss, damage or injury. Exhibitor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold the DIA its officers, directors, employees, members, show management company, and other agents or representatives, and the meeting facility and its employees and agents harmless against all claims, losses and damages to persons or property, governmental charges, taxes or fines, and attorneys' fees arising out of or caused by exhibitor's installation, removal, maintenance, occupancy or use of the exhibition premises or part thereof, excluding only such liability caused by the sole negligence of the meeting facility, its employees and agents. In addition, exhibitor acknowledges that the DIA and the meeting facility do not maintain insurance covering such losses by exhibitor.

12. Exhibitor Insurance: The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name DIA, J. Spargo & Associates, Inc., San Diego Convention Center and Freeman as additional insureds. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the exhibit hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to DIA's show management company within three (3) calendar days after request. Failure to remit such proof shall be a material breach of this Agreement.

13. Show Attendees and Exhibit Staff: Admission to the exposition will be available only to registered attendees and exhibitor staff of at least 18 years of age. Proof of age may be required to obtain entrance into the exposition. DIA makes reasonable attempts to attract high quality attendees to its exposition, but does not guarantee specific volumes of traffic or levels of qualification. Traffic at any given booth is a function of the particular exhibit and not the responsibility of DIA.

14. Security: Exhibitors are responsible for security of their exhibit and its content. Security personnel contracted directly by DIA are intended primarily for crowd control and credentials verification. Exhibitors are encouraged to budget and make security arrangements for sensitive or valuable items. DIA is not responsible for the security of exhibitors' property. Protection, both security and insurance coverage, of exhibitors' property is the sole responsibility of the exhibitor.

15. Failure to Hold Show: Should fire, hurricane, earthquake, flood, strikes, civil disturbance, Acts of God, political or social boycott, or any other circumstances beyond the control of the DIA or the San Diego Convention Center make it impossible or impractical to hold the show at the scheduled time, DIA may retain only such part of the exhibitor's rental fees as shall be required to compensate it for reasonable expenses incurred up to the time of such cancellation. All remaining rental fees shall be refunded. If an event is cancelled, DIA is not responsible for any airfare, hotel or other costs incurred by registrants. In no event shall DIA be liable for indirect or consequential damages.

16. Amendment of Rules: DIA reserves the right to make changes, amendments and additions to these terms and conditions at any time, and all changes, amendments and additions so made shall be binding on the exhibitor with the provision that all exhibitors will be advised of any such changes. Any matters not specifically covered herein are subject to decision by DIA.