

EXHIBIT RULES AND REGULATIONS

Please read carefully, as this document
will become an integral part of the
Exhibit Space Application/Contract



EXHIBIT RULES AND REGULATIONS

Exhibitor agrees to comply with the following rules and regulations applicable to the 2009 ATD Convention and Exposition to be held at the Gaylord National in National Harbor, MD. (the "Exposition").

1. FIRE SAFETY REGULATIONS

The use of flammable substances or materials of any kind is strictly prohibited. No paper decorations may be used. All decorative fabrics must be flame proofed in accordance with Fire Regulations. No gasoline or other flammable or explosive substances will be allowed in the building. Exhibitors must accept responsibility for full compliance with federal, state, county, and city Safety Regulations.

2. SUBMISSION OF FLOOR PLANS

Exhibitor agrees to submit to ATD no later than March 6, 2009, a floor plan showing booth structure, height, width, depth and placement of any furnishings and/or product displays. (ATD's review of floor plans is for the sole purpose of determining compliance with ATD's Display Specifications.) If Exhibitor fails to submit floor plans to ATD in a timely manner, ATD reserves the right to cancel this Agreement immediately. In the event of such cancellation, ATD shall refund to Exhibitor any payments made in accordance with the schedule outline in Section #5 of the Terms & Conditions.

In the event that Exhibitor uses a multi-level or covered booth, Exhibitor agrees that such booth shall be constructed and maintained in compliance with any fire safety code provisions promulgated by the County of Prince Georges and/or the Gaylord National governing fire safety equipment and construction relating to multi-level and covered displays.

3. EXHIBITS, SHIPMENT

All shipments by freight, rail, motor freight, or air must be prepaid and made on a straight bill of lading and should be carefully prepared to show number of pieces, weight classifications, carrier, routing, delivering carrier, etc. A copy of bills of lading and notice of shipment should be mailed to the official contractor at the address listed in the Exhibitor's Service Kit. Shipments made in Exhibitor's own truck or not covered by bills of lading must be accompanied by a delivery ticket showing number of pieces, weights, etc. All shipments must be prepaid.

Shipments consigned to the official contractor will be received, handled, sorted and

delivered to the Gaylord National docks at the rates listed in the Exhibitor's Service Kit. All labor will be at prevailing rates.

All materials shipped for the Exposition to the Gaylord National must be plainly marked ATD Exposition with the name of the Exhibitor and the number of the booth space. ATD will not be responsible for materials consigned to its care.

Exhibitors must not ship goods in cardboard containers if they expect to use and store the same for packing at the close of the Exposition. All excelsior and paper will be removed from packing boxes before going to storage.

4. EXHIBITS, MOVING IN AND REMOVAL OF

Exhibits may be moved into the Exhibit Halls of the Gaylord National starting Thursday, April 16, 2009. Exhibit installation is to be completed no later than 5:00 PM, Friday, April 17, 2009. Noisy and unsightly work will be strictly prohibited after opening of the exposition. Property received after the opening day must be arranged in space before 8:00 AM following day of receipt. Exhibit materials will not be permitted to leave the building any time after installation until after the closing of the Exposition, unless special permission in writing is obtained from ATD. All exhibit material must be removed from the Exhibit Halls by 12:00 Noon, Tuesday, April 21, 2009.

5. EXHIBITS, PLACING OF

ATD will not be responsible for the admission of any exhibit which does not fit within the dimensions and capacity of the entrance of the building, elevators and aisles, as now, or to be installed. All conforming goods arriving at the Gaylord National loading dock will be placed in the spaces, at Exhibitor's expense, by ATD's Official Contractor. Exhibitor must have a representative present when the Official Contractor delivers the goods to Exhibitor's space so that Exhibitor can direct the arrangement of the items. Exhibitor is responsible for any additional cost or expense that may result from its failure to have a representative present to direct placement of the goods.

6. EXHIBIT SERVICES

ATD has selected Official Contractors to provide services for the Exposition, with labor and equipment to be provided at prevailing rates and terms. ATD assumes no responsibility or liability whatsoever related to the performance or non performance by any Official Contractor.

Exhibitor must use, without exception, an Official Contractor for electrical, plumbing, telephone, cleaning, material handling and rigging services. For other services, requests for exceptions to the use of Official Contractors will be considered only if Exhibitor submits a timely request in writing to ATD. ATD will not consider any exception request received after 5:00 PM, EST, on March 13, 2009. A service provider other than an Official Contractor used by Exhibitor with ATD's consent is hereinafter referred to as an "Exhibitor Appointed Contractor."

Any request for an exception must be accompanied by the Exhibitor Appointed Contractor's certificate of insurance, and a list of all exhibitor clients for whom the Exhibitor Appointed Contractor will be performing services at the Exhibition. ATD must be named as an additional insured. Exception will not be granted if use of the Exhibitor Appointed Contractor would be inconsistent with ATD's commitments and obligations in any contract with Official Contractors, or in its lease with the Gaylord National. All Exhibitor Appointed Contractors must meet the requirements specified in the Exhibitor Appointed Contractor Regulations in the Exhibitor Service Kit.

Exhibitor is responsible for ensuring that its Exhibitor Appointed Contractors abide by applicable badge requirements. Exhibitor understands and agrees that there may be an administrative fee associated with these procedures, and Exhibitor agrees to pay such fee.

In the event that an Exhibitor utilizes an Exhibitor Appointed Contractor, Exhibitor agrees to indemnify and hold harmless ATD, its Official Contractors, and the Gaylord National from and against any claims, losses, damages, liabilities or expenses arising out

of the acts or omissions of any of Exhibitor's Exhibitor Appointed Contractor.

ATD reserves the right, in its sole discretion, to withhold approval or to dismiss from the Show, any Exhibitor Appointed Contractor whose participation in the Exposition may, in the sole opinion of ATD, lead to strikes, picketing, or other labor action directed at the Exposition, or other disruption of the Exposition, or unreasonable interference with or inconvenience to the Exposition, ATD's official contractors, ATD, or any of the exhibitors.

Any controversies which may arise between exhibitors and contractors, or the personnel of either, shall be referred to ATD for resolution. The parties agree that decisions by ATD shall be final and binding.

7. PROTECTION OF THE FACILITIES AND THE PUBLIC

Exhibitor shall not use the Exposition facilities or permit them to be used by any employee, agent, contractor, patron or invitee: (a) for any illegal purpose; (b) in conflict with any applicable law, ordinance, rule or regulation of any governmental authority; (c) in any manner which could vitiate the insurance or increase the rate of insurance on the facilities; (d) in any manner which constitutes any waste or nuisance; (e) in any manner which causes any injury to the facilities; or, (f) in violation of any applicable rule or regulation issued by management of the Gaylord National.

8. FACILITIES RULES

Exhibitor agrees to comply with all rules and regulations prescribed by the Gaylord National; to comply with the requirements of all local authorities; and to obtain, at Exhibitor's own expense, any necessary permits, licenses or equipment, should any be required for Exhibitor's displays or exhibit. Exhibitor agrees that failure to conform to all facilities and city rules and regulations may result in the close of its exhibit by ATD. Exhibitor agrees to comply with any reasonable request by any official of the Exposition building or by ATD with respect to the installation, conduct and disassembly of its exhibit.

9. CARE OF EXHIBIT SPACE

Exhibitor shall properly protect and maintain its exhibit space. Exhibitors shall pay on demand to ATD or its designee the cost of restoring Exhibitor's space to the condition as of initial use by the Exhibitor, reasonable wear and tear expected.

10. RECORDATION OF VISUAL IMAGES OR SOUND

Exhibitor will not be permitted to record, produce or transmit, in any medium whatsoever, visual images or sound of the Exposition, Exhibitor's exhibit and related activities, or the exhibit or activities of any other exhibitor, unless Exhibitor has obtained advance written permission from ATD. Requests must be submitted in writing to ATD before April 10, 2009.

Exhibitor, for itself, its employees, representatives, invitees, licensees and others acting on its behalf, hereby grants to ATD: (A) unconditional permission to photograph, video record or sound record Exhibitor's exhibit and activities relating thereto at any time; and, (B) exclusive, perpetual rights to use, display or reproduce, in any medium whatsoever, any such photographs, video or sound recordings, together with the likenesses and names of any persons appearing or recorded therein, for publicity, advertising, exhibition or exploitation, whether or not for profit.

11. AUDIO OR VISUAL DISPLAY EQUIPMENT

Exhibitor may use audio and/or visual display equipment in strict compliance with the following provisions. All equipment must be approved by the Underwriters Laboratories. The sound must be kept at a volume not to exceed that of normal conversation, 80 decibels; all audio speakers must face inward and not out towards the aisles; must not interfere with neighboring Exhibitors; and, must be devoted exclusively to the business of the Exhibitor. Video productions relating to exhibitor's product/service will be permitted, provided equipment and screens are set back from all aisles and all viewers stand or sit within the confines of the booth.

12. OBJECTIONABLE APPARATUS

No Exhibitor shall show any goods or apparatus in operation if the same is noisy or otherwise objectionable to surrounding exhibitors, or to ATD.

13. ADVERTISING, DISPLAY AND DISTRIBUTION RESTRICTIONS

13.1 Taste and decorum. Exhibitors must not display or distribute catalogs, advertising, or printed material that, in the opinion of ATD, contains sexually explicit, undignified, or otherwise objectionable material. Exhibitor may use professional models within their booth space; however, the models must be tastefully dressed. Model attire that, in the opinion of ATD, is sexually provocative, undignified, or otherwise objectionable, will not be permitted. Models must remain

in Exhibitor's assigned booth space and may not walk the exhibit hall aisles or other areas of the convention center for the purpose of soliciting business or directing/escorting people to their booth.

13.2 Within booth only. Exhibitors or their agents must not distribute promotional material from any location outside of the Exhibitor's assigned booth space. Further, Exhibitors must not display any advertisements, company names, product names, or other promotional material of any kind at any location outside of Exhibitor's assigned exhibit space. By way of example and not limitation, the prohibitions of this paragraph apply to restrooms, restaurants, workshop rooms, and any other public areas outside of Exhibitor's assigned booth space.

13.3 No live animals. No live animals will be allowed within any exhibit or the exhibition hall.

13.4 No peanuts or popcorn. Peanuts and popcorn in any form are not allowed in the exhibit halls.

13.5 No third-party promotions. Exhibitors are not permitted to display names or advertisement of persons, products, or entities other than those of the Exhibitor. Exhibitors are permitted to use another person's or firm's product to the extent necessary for operation of displays or demonstrations relating to Exhibitor's products or services; however, identification of the third-party item must be limited to the usual and regular nameplate or imprint displayed on the third-party article in the general course of business.

14. LIGHTS, SECURITY

General lighting for the Exposition will be furnished. Special lighting, spotlights, power for motors, etc., if desired, must be arranged for by the individual Exhibitor at its own expense. No persons will be permitted to enter or remain in the Exposition after the closing hour of the Exposition without ATD's prior approval, which approval ATD reserves the right to withhold in its sole discretion. ATD assumes no responsibility for any materials left in exhibit booths

15. BADGES

Appropriate badges and identification will be furnished to Exhibitors and their employees by ATD upon proper registration. Exhibitor must ensure that all of its agents, representatives and employees wear and display their identification badges at all times while in the Exposition.