

EXHIBITOR RULES AND REGULATIONS

These rules and regulations ("Rules") are part of the Exhibitor Application & Contract ("Application") for VidTrans09 Conference and Exhibition scheduled to take place at the Marina Del Rey Marriott, 4100 Admiralty Way, Marina Del Rey, CA, 90292 ("Venue") and are binding on all exhibitors. Accordingly, all exhibitors should read these rules carefully before signing the Application and returning it to Wes Simpson ("Show Manager") on behalf of VSF ("Organizers"). After completing this Application, exhibitors are encouraged to provide a copy of these rules to the person(s) responsible for the set-up of the exhibit, as well as all employees who will be present during the Exhibition, to ensure complete compliance with these rules.

OFFICIAL CONTRACTOR

Freeman Decorating Services has been selected as the official contractor ("Official Contractor") for the Exhibition. The official contractor coordinates all access to the loading dock to ensure a timely move in and move out period for all exhibitors. The official contractor is also responsible for the loading and unloading of all freight (including all carriers), and they are also responsible for the carriage of all freight between the hotel's loading dock and the exhibit hall. At the exhibitor's request, the official contractor can also arrange for personnel to assist in the set up and dismantling of booth(s). All confirmed exhibitors will receive e-mail notification approximately 45 days before the exhibition that will contain information on all aspects of the exhibit, including shipping details, equipment and furniture rental, labor, and other ancillary services such as telephone rental, floral rental, etc.

STANDARD BOOTH EQUIPMENT

Standard in-line booths will consist of an eight (8) foot black curtain back wall, two three (3) foot black curtain side rails, a wastebasket, and a 7" x 44" one line identification sign that will be centered on the back wall of the booth. The booth cost does not include any furniture or display cases, but this equipment can be rented from the official contractor. In addition, each 10x10 booth will be furnished with one 20 amps of 110VAC electrical power at no charge; exhibitors requiring additional power should contact the Show Manager to make arrangements with the hotel's electrical service provider.

UNION REGULATIONS

It is important to note that all exhibitor activities will be governed by the union regulations in place at the conference site. Exhibitors will be permitted to set up their own exhibits only if the booth measures no more than 10 feet x 10 feet and can be set up in less than one half hour without the use of tools. Any exhibits larger than 10 feet x 10 feet or that cannot be set up within these restrictions must be erected and dismantled using union labor. Complete union information will be available on request from the Official Contractor.

EXHIBIT PERSONNEL

Access to the exhibit hall during set up and dismantling periods will be restricted to exhibitors and authorized installation and dismantling crews. All personnel requiring access to the exhibit hall during regular show hours must wear a badge issued by Organizers and obtained through normal registration procedures. The number of badges issued to each exhibitor can be limited by Organizers where such action is deemed necessary. Each person issued an exhibitor badge must be employed by the exhibitor or have a direct business affiliation with the exhibitor.

COMPLIMENTARY EXHIBITOR REGISTRATION

Organizers will provide each exhibiting company with two (2) complimentary full conference registration per each 100 square foot booth, so that exhibitors can send staff to attend the educational sessions, seminars, etc. We will also be granting one complimentary food and beverage pass for Exhibit booth-only personnel for each 10x10 booth rental.

Exhibitor personnel beyond that who wish to attend conference sessions must register and pay the attendee price for the conference. Additional Exhibit booth-only personnel passes are available at \$175 each.

ASSIGNMENT OF SPACE

All booth space assignments will be handled by the Show Manager, who can be contacted at wes.simpson@gmail.com. Any changes to booth space assignments must be approved by Wes.

CO-EXHIBITING AND SUBLETTING SPACE

Co-Exhibiting a space 50/50 with another party is permitted. This allows both companies to appear in the directory and other promotional materials. However, both parties must sign an individual Exhibitor Contract, completing the question on Co-Exhibiting, and listing with whom you will be Co-Exhibiting. Please note that if one Co-Exhibitor cancels, the remaining exhibitor will be required to pay the full fee for the entire exhibit space.

Other than the agreed Co-Exhibiting allowance above, the subletting, assignment or appointment of the whole or any part of this space by any exhibitor is prohibited. No exhibitor can permit any other party to exhibit in the assigned space any goods or services other than those provided or handled by the contracting exhibitor, nor permit the solicitation of business by others within this space.

EXHIBITOR CANCELLATION AND REFUND POLICY

All cancellations must be made in writing and faxed to Wes Simpson at +1 770-818-5874. A \$1000.00 deduction per booth will be made from any refunds for cancellations

received in writing prior to January 1, 2009. No refund of exhibit fees will be made for cancellations received after that date. Any reductions in the amount of exhibit space reserved will be treated as a cancellation of that portion of the reserved space and will be subject to the terms of the cancellation policy. Cancellation refunds will be issued after the exhibition, based on the date the cancellation notice envelope is postmarked or the fax is received.

BOOTH CONSTRUCTION/DESIGN/LAYOUT REGULATIONS

All exhibit booths must conform to the following standards: no side rails can exceed 40 inches in height; backgrounds are limited to eight (8) feet in height; no exhibit construction, side rails, displays, fixtures, or products can exceed 40 inches in height except in the back half of the exhibit. Maximum height for any part of an exhibit is eight (8) feet.

Signs and/or logos are considered part of the exhibit and therefore are subject to the above regulations. No signs, fixtures, or displays, or other materials can be hung or suspended from the ceiling of the exhibit hall without prior permission from Organizers. All materials used in the exhibit area must be flameproof and fire resistant in order to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, will not be permitted. Display racks, signs, spotlights and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau/Fire Marshall. Any exhibits or parts thereof found not to be fireproof can be ordered dismantled. All aisles and exhibits must be kept clear at all times, and fire stations and fire extinguisher equipment are not to be covered or obstructed.

CONDUCT RESTRICTIONS

Any noise from electrical or other mechanical apparatus or from demonstrations must be muffled so noise does not interfere with other exhibitors. Organizers reserve the right to determine at what point excessive sound constitutes interference with others and must be discontinued. Exhibitor agrees to abide by Organizers' determination and to decrease or eliminate the sound source as necessary.

Exhibitors cannot canvass or distribute advertising or promotional material outside the exhibitor's own booth. Solicitations for business, or conferences in the interest of business, except by exhibiting firms is prohibited.

Organizers must approve contests, lotteries, raffles, and games of chance within the booths in advance. In the event of dispute, Organizers' ruling is final.

Character of the exhibits is subject to the approval of Organizers. Organizers reserve the right to refuse exhibitors not meeting standards required or expected, as well as the right to curtail exhibits or parts of exhibits which reflect poorly upon the character of the meeting. Non-professional products or services are not to be displayed. This applies to displays, literature, advertising, novelties, souvenirs, conduct of persons, etc.

No signs or other articles are to be fastened to exhibit hall walls, ceilings, or electrical fixtures. Use of tacks, plastic tape, nails, screws, bolts, or any other tools or materials that could mar the floor or walls is prohibited.

LIMITATION OF LIABILITY

Exhibitor agrees to protect, save, and keep Organizers, Show Manager, the Venue, Official Contractor, and each of their employees, directors, officers, successors, assigns and agents forever harmless from any damage or charges imposed for violation of any law or ordinance by the exhibitor, his/her employee(s) or agent(s).

Exhibitor shall at all times protect, indemnify, save and keep harmless Organizers, Show Manager the Venue, Official Contractor, each of their employees, directors, officers, successors, assigns and agents from and against all costs (including reasonable attorney's fees), losses, expenses or liabilities to third parties arising from any act or omission (negligent or otherwise) of the exhibitor or its representatives in connection with the exhibitor's participation in the Exhibition.

SECURITY/INSURANCE

Exhibitors wishing to insure their exhibit materials, goods and/or wares against theft, damage by fire, accident or loss of any kind, must do so at their own expense. As a courtesy to exhibitors, security service for the exhibit area will be furnished by Organizers during the hours as deemed necessary by Organizers. The exhibitor acknowledges that security guards and storage areas can be provided by Organizers merely as a service, and that Organizers have made no representation regarding the adequacy of such security measures. The safekeeping of the exhibitor's property shall remain the responsibility of the exhibitor, and exhibitors are urged to take a portal-to-portal rider available at a nominal cost on their own insurance policy protecting them against loss through theft, fire, damage, etc. The exhibitor understands that neither Organizers nor the Venue maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

PROTECTION OF PROPERTY RIGHTS

The exhibitor represents and warrants to Organizers that no materials used in or in connection with its exhibit infringe upon the trademarks, copyrights (including, without limitation, copyrights of music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify Organizers of any information of which exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The exhibitor agrees to indemnify, defend and hold Organizers, their employees, directors, officers, successors, assigns and agents harmless from and against all losses, damages and costs (including reasonable attorney's fees) arising out of, or related to, claims of infringement by exhibitor of the trademarks, copyrights and other intellectual property rights of any third party.

The exhibitor agrees that Organizers shall not be liable for and recognizes Organizers' disclaimer of all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any exhibitor.

MUSIC LICENSES

Exhibitors are responsible for the proper licensing of any music used in conjunction with their exhibit. The exhibitor agrees to indemnify, defend and hold Organizers harmless from and against any claim of liability and any resulting loss, cost or damage (including lawsuit costs and attorneys' fees) for failure to obtain proper licenses for music used in conjunction with their exhibit.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, Organizers will make all reasonable efforts to accommodate persons with disabilities at the Exhibition. However, each exhibitor is responsible for making its exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold Organizers, the Venue, and Official Contractor, and any officer, employee, or agent thereof, harmless from any consequences of exhibiting companies who fail in this regard.

VIOLATIONS

Violation of any of these regulations on the part of the exhibitor, his employees or agents, shall annul the right to occupy space and such exhibitor will forfeit to Organizers all monies that have been paid. Upon violation of any of these regulations on the part of the exhibitor, his employees or agents, Organizers are given the right to terminate the exhibitor's right to occupy space and Organizers can re-enter and take possession of the space and remove all persons and goods at the exhibitor's expense. Exhibitor shall be solely responsible for all damages which management can incur and shall forfeit all monies paid or due. Exhibitor expressly waives the service of written notice to re-enter and terminate.

CANCELLATION OF EXPOSITION

It is mutually agreed that in the event of cancellation of the Exhibition, for any reason, this agreement will be terminated and Organizers shall determine a reasonable and equitable basis for the refund of such portion of the exhibit fees as is possible, after due consideration of expenditures and commitments already made. The exhibitor agrees that Organizers' determination of such refund will be controlling and further agrees to respect such determination as reasonable and equitable. The exhibitor agrees to hold Organizers harmless and to fully indemnify Organizers from any damages or charges or related costs that can arise for any reason under this section.

ADMISSION OF INSTALLATION AND DISMANTLING CREWS

It is the recommendation of Organizers that the official contractor be used for the installation and removal of all exhibits. For those companies who wish to use an outside installation and dismantling company or exhibit house to supervise, install, and/or dismantle their exhibit, the following regulations will apply:

Exhibitors MUST advise Organizers and the official contractor in writing by January 10, 2009, of their intent to hire an outside installation and dismantling company or exhibit house to supervise, install, and/or dismantle their exhibit.

Non-official contractors must furnish proof of adequate insurance, in the amount of \$1,000,000.00 in the form of a policy rider* furnished by their broker to Organizers and the official contractor's offices no less than fifteen (15) days in advance of actual installation dates. The certificate of insurance should also be forwarded to Organizers and the official contractor at this time. Non-official contractors must check-in with the official contractor on-site during the scheduled move-in period to receive entrance badges for access to the exhibit floor.

Non-official contractors must furnish Organizers the names, addresses, and telephone numbers of key executives for emergency contact.

Non-official contractors cannot solicit business on the exhibit floor at any time.

Non-official contractors must follow all move-in and move-out rules in a timely and professional manner.

Non-official contractors must cooperate with the official designated contractors, especially by not interfering with the efficient use of the official contractor's workers.

*The statement/letter of intent and insurance rider are not required by the exhibitors who plan to set up and dismantle their own booths or equipment with their own employees according to union regulations.

EXHIBIT BOOTH INFORMATION

Exhibitors can use the standard booth design provided by the official contractor or can elect to use their own exhibit booth. Exhibitors using their own exhibit booths must comply with all rules detailed under Booth Construction/Design/Layout Regulations.

BOOTH CLEANING

Cleaning the exhibit booth is the responsibility of each exhibitor. Cleaning supply ordering information will be provided by the Official Contractor.

SHIPPING INSTRUCTIONS/INFORMATION

Detailed shipping instructions will be provided electronically by the Official Contractor. Exhibitors are encouraged to ship their materials in advance to the warehouse rather than having them delivered directly to Venue during the set up days. Shipping freight in advance to the warehouse will allow the Official Contractor to consolidate freight on fewer trailers, which will speed the move-in process and allow exhibitors to set up more efficiently.

AMENDMENTS AND ENFORCEMENT

Enforcement of all matters not covered by these rules is at the discretion of Organizers. The exhibitor agrees that Organizers shall have the right to make such rules and regulations or changes in floor plan arrangements of booths, as it shall deem necessary

and to amend same from time to time. Organizers reserve the right to amend, interpret and enforce all contract conditions, rules and regulations. Written notice of any amendments or interpretations shall be given to exhibitors.

Each exhibitor, for himself, his agent, and employees agrees to abide by the contract conditions, rules and regulations set forth herein, or by any subsequent amendments or interpretations.