

TRANSACT EXHIBITOR RULES and REGULATIONS

ETA, Corcoran Expositions, Inc., and their authorized representatives are hereinafter referred to as “Show Management.”

1. Show Management

These Exhibitor Rules and Regulations are a bona fide part of the Exhibit Space Application. The exhibition is organized and managed by ETA. Any matters not covered in these Rules and Regulations will be addressed by the ETA Board of Directors and the ETA CEO or his or her designee, and all exhibitors must abide by their decisions. Show Management shall have full power to interpret, amend, and enforce these rules and regulations. Exhibitors must fully comply with all Mandalay Bay policies and procedures.

2. Assignment of Booth Space

Every effort is made to accommodate your preferred booth location, but we cannot guarantee that you will receive one of your preferred choices. Show Management reserves the right to reject an application that in its sole discretion is not appropriate for TRANSACT .

3. Installation and Dismantling of Exhibits

Show Management shall fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Under no circumstances will the addition to or removal of any portion of an exhibit be permitted during Show hours. All booths must remain intact until the close of the Show. Installation and dismantling must occur only during the installation and dismantle times designated in the Exhibitor Services Manual. No one under the age of 18 will be permitted on the exhibit floor during installation and dismantling hours.

4. Failure to Occupy Space

Space not occupied by the time designated in the Exhibitor Services Manual will be forfeited. The space may be resold, reassigned or used by Show Management without refund.

5. Rates, Deposits and Refunds

Space will be rented at the rates listed on the official Exhibit Space Application. To receive the ETA member rate, Exhibitor must be a current member of ETA or become an ETA member with dues fully paid within 10 business days of submitting the application. Exhibitor must remain an active member through 2017 to claim member rates. ETA reserves the right to adjust pricing based on membership status. Cancellation or termination of membership will result in the recalculation of space fees and exhibitor registrations at the non-member rate and Exhibitor will be invoiced for any rate differential. If Exhibitor wishes to cancel this application and agreement, Exhibitor may only do so by sending notice of cancellation in writing via certified mail to ETA Exhibit Manager, 200 W. Adams, Suite 2600, Chicago, IL 60606. In such event, Exhibitor shall be liable for 30% of the total cost of the requested exhibit space if the cancellation request is received on or before December 7, 2016; 100% of total cost of the requested exhibit space if the cancellation request is received after December 7, 2016. All cancellation notices must be submitted in writing to Show Management. In the event ETA cancels TRANSACT due to fire, strike or other circumstances, Show Management's liability to Exhibitor will be limited to a full refund of the booth rental fees. Show Management assumes no liability if a meeting is cancelled or abbreviated because of terrorist activity or other force majeure. In no event will Show Management provide reimbursement for airline tickets, hotel charges, or any other costs Exhibitor incurs in connection with attendance at TRANSACT.

6. Contractor Services

An official contractor will provide all services in the exhibit area. Complete information, instructions and schedule of prices regarding shipping, drayage, labor for installation and dismantling, electrical service, furniture, etc., will be included in the Exhibitor Services Manual. Under no circumstances will Show Management or Mandalay Bay assume responsibilities for charges incurred by Exhibitor or for loss or damage to goods consigned to the official contractor. Show Management shall not be responsible for any shipments by Exhibitor.

7. Booth Design and Arrangement of Exhibits

Each Exhibitor will be provided with an official Exhibitor Services Kit. TRANSACT follows IAEE guidelines for display rules and regulations. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Exhibit Construction Guidelines. Show Management reserves the right to inspect the quality of the appearance of each booth prior to Show opening. Where necessary, masking drape will be placed to cover unsightly wires, unfinished back walls, etc. at the Exhibitor's expense.

8. Subleasing of Space

Exhibitors may not assign, sublet or apportion to others the whole or any part of the space allocated, and may not display goods or services other than those manufactured or regularly distributed by them.

9. Conduct

All exhibits will be operated in a way that will not detract from other exhibits, the exhibition, or the meeting as a whole. Show Management reserves the right to request the immediate removal of any exhibit that Show Management believes in its sole discretion violates this requirement. If an Exhibitor is asked to remove an exhibit, or part thereof, and fails to do so promptly, Show Management may remove the exhibit or part thereof, at Exhibitor's sole expense. Show Management will not be liable for any damage to any party for the removal, whether in whole or in part, or prohibition of the exhibit deemed unsuitable to the character or purpose of the exhibition. Management reserves the right to refuse to admit and eject from the exhibit building any objectionable or undesirable person or persons. The following activities are completely prohibited, and any Exhibitor engaging in any of the following activities may lose priority point/booth selection privileges for future years:

- Handing out flyers, giveaways, gifts or marketing materials in the registration area, at the entrance to the exhibit hall, in the hotel lobby, hotel public space, convention center lobbies and public space, hotel/convention center restaurants/food courts, restrooms, exhibit hall meal or lounge areas, or ANYWHERE OTHER THAN INSIDE YOUR EXHIBIT BOOTH.
- Sending your company personnel or any hired staff (i.e. booth models) into the above areas to distribute materials or lure attendees to your booth.
- Leaving flyers or other marketing materials on chairs, tables, etc. (other than for sponsored sessions with prior Show Management approval).

10. Selling of Merchandise

Selling of merchandise on the show floor is prohibited. However, orders may be taken for fulfillment at the exhibiting company's main distribution center.

11. Sound Devices, Lighting and other Presentation Devices

Public address, sound-producing or amplification devices that project sound must be kept at a conversational level and must not interfere with other exhibitors. Any form of attention-getting device or presentation must be terminated when crowds obstruct aisles or infringe upon another exhibitor's display. Show Management reserves the right in its sole discretion to restrict or prohibit the use of any objectionable device. Music, whether vocal or instrumental, is prohibited.

12. Fire, Safety and Health

The Exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety and health. All exhibit equipment and materials must be located within the booth. Only fireproof materials may be used in displays and the Exhibitor must take all necessary fire precautions. No combustible, hazardous, or other dangerous material may be stored in or around exhibit booths.

13. Storage

The Exhibitor must make arrangements with the contracted decorator for storage of packing boxes and crates during the exhibition. Show Management assumes no responsibility for damage to or loss of packing boxes, crates, or their contents.

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14. Food and Beverage

Exhibitor distribution of food and beverages for consumption in the building is prohibited, except with prior written permission from Show Management. All requests must be submitted in writing prior to TRANSACT. If an exhibiting company wishes to host food and beverage in their booth, all food and beverage must be purchased through Mandalay Bay Catering Department.

15. Liability and Security

Show Management makes no warranty, express or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each Exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment and display at all times. Show Management will not be liable for loss or damage to the property of Exhibitors or their representatives or employees from theft, fire, accident or other causes. Show Management will not be liable for injury to Exhibitors or their employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and Exhibitors will indemnify and hold harmless Show Management against any such claims. Exhibitor shall be fully liable for any and all damages to property owned by Mandalay Bay, its owners or managers, which results from any act or omission of Exhibitor, its employees or agents. Exhibitor agrees to defend, indemnify and hold harmless Show Management and the Mandalay Bay, their owners, managers, officers or directors, agents, employees, subsidiaries and affiliates from any damages or charges resulting from or arising from or out of the Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of Exhibitor's occupancy and/or use of the exhibition premises, Mandalay Bay or any part thereof. The Exhibitor understands that Show Management and Mandalay Bay do not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor assumes all liability for any damage to the facility's floor, walls, lighting fixtures, etc. resulting from Exhibitor negligence or deliberate misconduct. The Exhibitor will abide by and observe all laws, rules, regulations and ordinances of any governmental authority and of the contracted facility. The Exhibitor will pay and save Show Management, its Board, members, staff, and representatives, and Mandalay Bay harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring within Mandalay Bay or property adjacent thereto occasioned by any act, neglect or wrongdoing of the Exhibitor or any of its officers, agents, representatives, guests or employees, invitees or other persons permitted by the Exhibitor upon the premises, and the Exhibitor will at its own cost and expense defend and protect Show Management, and Mandalay Bay against any and all such claims or demands. Each Exhibitor shall be responsible for securing and maintaining the following insurance coverages at the Exhibitor's expense: (a) Workman's compensation insurance coverage for Exhibitor's employees which shall be in compliance with the laws of the State of Nevada; (b) Commercial general liability insurance with policy limits of \$1,000,000 for combined single limit coverage to include: comprehensive form, premises/operations, contractual, broad form property damage and products/completed operations, providing for terms of coverage to be effective from on or before May 8, 2017 through and including May 15, 2017, which shall include Exhibitor's move in and move out. Such insurance shall include ETA, Corcoran Expositions, Inc. and Mandalay Bay as additional insureds. Such insurance shall cover any and all damage or injury to any and all persons arising out of such person's attendance at the Exhibitor's exhibit during the term of TRANSACT; (c) Other Insurance: Each Exhibitor acknowledges that it is responsible for obtaining and maintaining any additional insurance coverage solely at its own expense, in such amounts as it deems appropriate to comply with its obligations hereunder and for its own protection. Exhibitor will immediately notify Show Management in the event of any changes to insurance coverage required under this Agreement.

16. Trademarks

Show Management will be held harmless for any trademark, tradename, copyright or patent infringement on any printed materials belonging to or distributed by any Exhibitor. Use of ETA, TRANSACT or Mandalay Bay logo, design, trademark, tradename, patent, copyrighted work or symbol must be approved in advance in writing.

17. Photographing of Exhibits

Each Exhibitor has control over the space it has rented and may prevent others from gaining access to or photographing its exhibit. The taking of pictures, other than by the official photographer, is expressly prohibited during setup, dismantling and non-exhibit hours, and cameras will not be allowed on the exhibit floor during these times. Only the Exhibitor may grant permission to have its exhibit photographed, or an audio presentation taped, during exhibit hours.

18. Convention Center and Hotel Use

All ETA reserved public function space in Mandalay Bay and the official hotels is controlled by Show Management and Mandalay Bay. No reserved function space will be released to exhibiting firms or to other commercial firms for social functions without the permission of Show Management. Good taste and conformity to the purposes of the meeting, as determined in Show Management's sole discretion, must prevail. Exhibitors may not use the official hotels or Convention Center(s) to distribute literature, gifts, etc. to attendees without the written permission of Show Management.

19. Violations

Violation of any of these Rules and Regulations by the Exhibitor or his or her employees or agents shall at the option of Show Management result in the forfeiture of the Exhibitor's right to occupy space and such Exhibitor shall forfeit to Show Management all monies paid or due. Upon evidence of violation, Show Management may take possession of the space occupied by the Exhibitor, and may remove all persons and goods at the Exhibitor's risk and expense. The Exhibitor shall pay all expenses and damages that Show Management may incur thereby. Show Management may also, at its discretion, deduct all or part of the priority points used to assign future booth space for violation of any of the Show rules.

20. Severability

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

21. ETA Payment Policies

All monies owed to ETA must accompany the signed Exhibit Space Application. Payment may be made by credit card or check. The fee for returned checks is \$50. All checks returned to ETA for any reason must be replaced by a certified check for the original amount, plus all fees.

Companies must be in good standing with ETA in order to exhibit or sponsor during meetings. To be in good standing, Companies must meet ALL of the following:

- Are current on all open business dealings with ETA.
- Do not have open invoices aged beyond 60 days from date contract was received through actual meeting dates.
- Do not have unresolved accounting issues with ETA.

Any funds paid to ETA may be applied to satisfy prior unpaid financial obligations.

22. Other Regulations

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of show management. Show management shall have full power to interpret, amend, and enforce these rules and regulations, provided exhibitors receive notice of any amendments when made. Each exhibitor and its employees agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of show management, conduct themselves unethically may immediately be dismissed from the exhibit area without refund or other appeal.