



The JCK Show - Las Vegas
Sands Expo and Convention Center
Las Vegas, NV - USA
June 4-7, 2010



APPLICATION & LICENSE AGREEMENT FOR EXHIBITION PARTICIPATION

COMPANY _____
DIVISION _____
STREET _____
CITY _____
STATE _____ ZIP _____
COUNTRY _____
CONTACT _____
TITLE _____
E-MAIL _____
WEB ADDRESS _____

SHOW MANAGEMENT USE ONLY

PRIORITY _____
CUSTOMER NO _____
ORDER NO _____
2009 BOOTH NO _____
2009 DIMENSIONS _____
2010 BOOTH NO _____
2010 DIMENSION _____

DEPTH _____ X FRONTAGE _____ = TOTAL SQUARE FEET _____

BASIC BOOTH FEE € _____
10% DEPOSIT € _____
40% DEPOSIT € _____
50% BALANCE DUE € _____

SEND PAYMENTS TO

BANK DETAILS

PAYMENT SCHEDULE

Fiera di Vicenza S.p.A. via dell'Oreficeria, 16 36100 Vicenza - Italy	Banca Popolare di Vicenza Agenzia Vicenza ABI 05728 CAB 11818 CIN R a/c no. 018570000707 IBAN IT38R0572811818018570000707	by October 9, 2009 10% by October 30, 2009 40% by February 15, 2010 100%
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A payment must be returned along with signed Application & License Agreement. If exhibit space is licensed after any of the listed dates, the amount corresponding to the most recently passed date is due at this time to secure participation.

SPONSORSHIP OPPORTUNITIES

- Welcome Reception
- New Product Showcase
- Banners
- Meterboards
- Badge Mailing
- And More

For more information please contact:
Mrs. Paola Daddelli
c/o Fiera di Vicenza S.p.A.
Ph. +39 0444 969960
e-mail paola.daddelli@vicenzafiera.it

Cancellation, Withdrawal, Downsizing and Default Schedule for Liquidated Damages

		CANCEL/WITHDRAW % of Total License Fee	DOWNSIZE % of Total License Fee Differential
ON OR AFTER	October 30, 2009	50%	50%
PRIOR TO	February 15, 2010		
ON OR AFTER	February 15, 2010	100%	100%

FOR SHOW MANAGEMENT USE ONLY

Company agrees to pay, therefore, the sum of € _____ for display in Booth Number _____ of _____ sq. ft _____
Show Management _____ Date _____
Deposit Amount _____ Date _____ Check # _____ Approved by: _____

The person(s) signing this document expressly represents and warrants to Management that he or she is authorized by Company to execute this License Agreement. The person(s) also acknowledges that he or she has read and accepted the rules and regulations as set forth on Pages 2 & 3 of this License Agreement and that he or she has received, read and fully understands the descriptions of the Booth Service Package, as selected above.

NAME (Please Print) _____ SIGNATURE _____
TITLE _____ PHONE _____ FAX _____
E-MAIL ADDRESS _____ WEB SITE ADDRESS _____
DATE _____

LICENSE AGREEMENT FOR EXHIBITION PARTICIPATION TERMS AND CONDITIONS

Exhibitor hereby irrevocably accepts the offer of Reed Exhibitions (a division of Reed Elsevier Inc., a Massachusetts corporation) ("Management") to enter into a license (the "License") to participate in the event (the "Exhibition") identified on the preceding page ("Page 1") in accordance with the payment terms specified therein (hereinafter, the "Page 1 Payment Terms/Schedule"), and hereby acknowledges and represents to Management that Exhibitor has received and thoroughly read and understood and agrees with all License terms.

1. **License Terms.** The License includes all rules, regulations and other provisions set forth herein and in the Exhibitor Manual, together with any attachment hereto or thereto and any other terms incorporated by reference herein or therein (as the same may be amended from time to time as permitted hereby). Exhibitor Manuals are sent electronically to Exhibitors, who are responsible for opening and reading such e-mails. Any attempted change by Exhibitor to any License term in connection with its purported acceptance of Management's offer constitutes a counteroffer (and not an acceptance) which Management may, in turn, reject or accept in its sole discretion. The License permits Exhibitor to occupy and utilize the booth area or other space ("Exhibit") assigned to it by Management at the Exhibition to exhibit permitted products and utilize such services as are provided by Management, subject to all License terms.

2. **Payment.** Acceptance of the License obligates Exhibitor to pay to Management all License fees and other payments required under the License. Exhibitor shall pay to Management all amounts due in accordance with Page 1 Payment Terms/Schedule. All License fees and related charges due, including additional fees, if any, for payments by credit card, together with any late fees thereon, must be paid by Exhibitor before it shall be permitted to display at the Exhibition.

3. **Cancellation, Withdrawal, and Downsizing.** Exhibitor acknowledges that in reliance on Exhibitor's acceptance hereby of Management's offer to enter into the License, Management shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition. Accordingly, any cancellation of the License or withdrawal from the Exhibition by Exhibitor: (a) must be effected by written notice to Management via e-mail, fax, or postal delivery, not later than the date specified on Page 1; and (b) entitles Management to the full amount of all fees paid to date for such Exhibition plus any amounts due per the Page 1 Payment Terms/Schedule as reasonable liquidated damages for its costs and detrimental reliance on Exhibitor's original acceptance. If Exhibitor desires to downsize the Exhibit requirements to which it originally agreed under the License, then it: (a) must do so by written notice to Management (including, but not limited to, via e-mail), to be effective; and (b) shall pay to Management an amount equal to its revised financial obligation due to the change in its Exhibit requirements, which shall be specified in writing (including, but not limited to, via e-mail) by Management. Management may relocate the Exhibitor's Exhibit anywhere within the Exhibition facilities as a result of any such downsizing, or for any other reason, as Management may determine to be in the best interest of the Exhibition.

4. **Eligible Exhibits.** Exhibitor shall prepare an exhibit of its products, as described on the preceding page, which shall be directly pertinent to the function and industry to which the Exhibition relates. Booths and other exhibit space will be limited to those persons offering materials, products, or services of specific interest to registrants. Management reserves the right to determine the eligibility of any product for display. Exhibitor must list its participating principals as the exhibitors-of-record. Only Exhibitor signage may be placed on its Exhibit or in the printed list of exhibitors of the Exhibition. No exhibits or advertising will be allowed to extend beyond the Exhibit or, or above the back and side rails of such Exhibit, unless exceptions apply from purchasing sponsorship opportunities from Management. Exhibitor's exhibit shall be admitted and shall be permitted to remain from day to day solely by strict compliance by Exhibitor with the License. Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or any of Exhibitor's representatives upon Management's good faith determination that the same is not in accordance with the License. No refunds shall be provided by Management in the event of such rejection, ejection, or prohibition. Exhibits for the purpose of soliciting prospective employees, and employee-recruiting activity of any kind, are prohibited.

5. **Indemnity; Limitation of Liability.** Exhibitor shall indemnify and hold harmless Management and the sponsor, owner, Exhibition hall facility, and city in which the Exhibition is being held, and each of their respective officers, directors, employees and other agents, from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from (i) its execution of the License or its occupancy of the Exhibit or presence at the Exhibition and/or (ii) the actions, inactions or negligence of Exhibitor, its agents, representatives, or employees, and/or (iii) the breach by Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly and whether intentionally or unintentionally (including, but not limited to, the sale or distribution of pirated goods and "knock-offs" of existing products and services). Management shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to Exhibitor, whether resulting from, without limitation, fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, roof leaks, or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will provide the services of a reputable protective agency during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitor may furnish additional guards at its own cost and expense only with prior approval by Management. Exhibitor agrees that Management shall not be liable in the event of any errors or omissions in Exhibitors' official directory listings or in any promotional material. Management makes no representations or warranties with respect to the number of exhibition attendees or the demographic nature of such attendees. The individual holding herself/himself out as duly executing this License on behalf of Exhibitor acknowledges that Management is relying on such individual's representation that s/he is authorized to do so. If s/he is not so authorized, s/he hereby covenants to indemnify Management (and its affiliates and their respective officers, directors, employees and other agents) from and against any liability whatsoever caused to Management by her/his execution of the License and (without limitation) shall be liable to Management for all payments that would have been payable to Management by Exhibitor had the License been duly executed on behalf of Exhibitor.

6. **Insurance; Losses.** Exhibitor shall maintain at its sole cost and expense and throughout the duration of the exhibition Comprehensive General Liability (CGL) insurance coverage with a combined single limit of \$1 Million Dollars, covering bodily injury (including death), personal injury, and property damage liability. Such insurance shall name as an additional insured, Reed Elsevier Inc., the applicable facility owner and municipality and any additional party Management may reasonably request. Exhibitor's failure to comply with the insurance requirements in this section shall not relieve Exhibitor of its indemnification obligations pursuant to Paragraph 5 of this Agreement. Management shall not bear any responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out of the Exhibit, or for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. Exhibitor is required to maintain its own property insurance covering Exhibitor's property on an "all risk" basis at all times, including, without limitation, when, as applicable, property is stored in vaults on the Exhibition floor. If Exhibitor's Exhibit fails to arrive, Exhibitor is nevertheless responsible for Exhibit costs.

7. **Default in Occupancy; Exhibitor Breach.** The actual occupancy by Exhibitor at the Exhibition of the Exhibit is of the essence; if Exhibitor does not occupy the Exhibit, Management is entitled to occupy the Exhibit or cause it to be otherwise occupied (in its sole discretion) without in any way releasing Exhibitor from any liability hereunder. If Exhibitor's Exhibit is not occupied by the time set for completion of installation of displays, the Exhibit may be possessed by Management for any purpose it may see fit. If Exhibitor breaches any of its obligations under this License, including, without limitation, any Exhibition rule or regulation promulgated pursuant to this License or any rule of any Exhibition facilities, Management may immediately, without notice, prohibit Exhibitor from exhibiting at the Exhibit and all future shows and exhibits run by Management, and/or terminate the License hereunder. For purposes of the preceding sentence, any unreasonable interference with or inconvenience to the Exhibit, other Exhibitors, or attendees of the Exhibit shall be deemed to constitute a breach of Exhibitor's obligations under this License Agreement. In the event of such breach by Exhibitor, (i) Management may retain all amounts paid in connection with the Exhibit and Exhibitor shall pay Management any remaining balance outstanding according to the Page 1 Payment Terms/Schedule, (ii) Management shall not issue any refunds to Exhibitor, and (iii) Management may pursue any other legal or equitable remedies to which it is entitled. In the event of any such default, Management may thereupon direct Exhibitor forthwith to remove its employees or other agents, and all of its articles of merchandise and other property from the Exhibit and from the Exhibition facilities.

8. **Sub-Licensing/Exhibit Usage.** Exhibitor shall not sub-license, assign or otherwise permit any person to occupy Exhibitor's Exhibit, or any part thereof, or use the same for the exhibition of anything not specified in the License. Exhibitor may not exhibit, offer for sale, give as a premium or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint or other identification which in standard practice appears normally on them. Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its Exhibit. Exhibits must be used solely for the purpose of promoting exhibitor's products or services and shall not be used for other business purposes. Rulings of Management in its sole discretion shall in all instances be final with regard to use of any Exhibit.

9. **Damage to Property.** Exhibitor is liable for any damage caused to building floors, ceilings, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives or other coating to building columns and floors or to standard booth equipment.

10. **Union Labor.** Exhibitor shall employ only union labor based upon the rules and regulations in effect at the time of the event, as made available by various approved official contractors of Management in the installation and dismantling of its exhibit, and in its operation when required by union agreements in which venue the event takes place. If Exhibitor desires to build special displays, it shall, if mandated by the venue for such exhibit, employ union display companies in their fabrication, carpentry and electrical work in such displays which must bear A.F.L.-C.I.O. union labels. Furthermore, all displays must meet the building codes of the city in which the event takes place. Failure to do so shall constitute a breach of this Agreement, pursuant to the provisions of Section 7 of this Agreement.

11. **Special Services.** Electricity, gas, water and other utilities, as well as other special services needed by Exhibitor, are provided only when Exhibitor orders and agrees to pay for them specifically from the persons authorized to supply such services in conformity with city, insurance and other requirements.

12. **Exhibitor Representatives; Exhibit Space.** Exhibitor representatives shall be restricted to Exhibitor's employees and authorized representatives. Management may limit the number of Exhibit representatives, as determined in its sole and discretion. Representatives shall at all times wear badge identification furnished by Management. Exhibitor acknowledges that it is aware of the nature and character of the Exhibition, and covenants that it will require representatives to dress and conduct themselves accordingly. Management reserves the right to determine, in its sole discretion, whether the character and/or attire of Exhibitor representatives is acceptable, in light of the nature and character of the Exhibition, and in keeping with the best interests of other exhibitors, attendees, and/or the Exhibition. The Exhibit must be staffed by Exhibitor during all hours the Exhibition is open. Management may use tents and/or temporary exhibition facilities, as, in its sole discretion, it deems necessary.

13. **Safety and Fire Laws; Electrical Safety.** All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Drapes and all other cloth decorations must be flameproof. Wiring must comply with local fire department and underwriters' rules. Smoking in the Exhibition facilities is forbidden. Crowding will be restricted and aisles and fire exits must not be blocked. Products for display and roof decorations must abide by applicable firecodes. No storage behind exhibits is provided or permitted. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies fire inspection ordinances. All display wiring must exhibit all applicable seals of official approving agencies as may be required at the site of the Exhibition.

LICENSE AGREEMENT FOR EXHIBITION PARTICIPATION TERMS AND CONDITIONS

14. **Performance of Music.** The Exhibitor acknowledges that any live or recorded performances of music by or on behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor represents and warrants to Management that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless Management from any damages, losses or expenses incurred by Management due to Exhibitor's use of such music. Without limiting the foregoing, the use of music by or on behalf of Exhibitor is subject to Section 30 below.
15. **Trade Control Licenses.** The Exhibitor must ensure that it has all necessary trade control licenses in place for business that will be conducted at any exhibition to be attended, in accordance with all applicable legal and regulatory requirements. Exhibitor represents and warrants to Management that it will take full responsibility for obtaining such trade control licenses and agrees to defend, indemnify and hold harmless Management from any damages, loss, or expenses incurred by Management due to violations of any such legal and/or regulatory requirements.
16. **Lotteries/Contests.** The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Management.
17. **Decoration.** Management shall have full discretion in the placement, arrangement and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement or redecoration of any item of the Exhibit or other space, and no liability shall attach to Management for costs that Exhibitor may incur thereby. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished so as not to be unsightly to other exhibitors in adjoining booths (including, without limitation, no use of logos or other graphics). If such surfaces remain unfinished as of the time specified in the Exhibitor Manual on the day before the opening day of the Exhibition, Management shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if there are any displays on which set-up has not been started as of the time specified in the Exhibitor Manual on the day before the opening day of the Exhibition, Management reserves the right to have such displays installed at Exhibitor's expense. All exhibits shall be ready by the opening hour of the Exhibition. Management will not allow any noise or moving of exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in the Exhibitors' Manual or elsewhere in the License. Any Exhibitor whose booth exceeds the height limitation will be required at his own expense to alter the display in order to conform with those regulations.
18. **Obstruction of Aisles or Booths.** Any demonstration or activity that results in obstruction of aisles or prevents ready access to other exhibitors' booths shall be suspended for any periods specified by Management.
19. **Termination of Exhibition.** In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under the License are interfered with by virtue of any cause or causes not reasonably within the control of Management, the License and/or the Exhibition (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates the License and/or the Exhibition (or any part thereof) as aforesaid, then Management may retain such part of Exhibitor's License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably within the control of Management" shall include, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of god.
20. **Resolution of Disputes.** In the event of a dispute or disagreement between: Exhibitor and an official contractor; or between Exhibitor and a labor union or labor union representative; or between or among Exhibitor and one or more other exhibitors; all interpretations of the rules governing the Exhibition, actions or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.
21. **Receipt of Goods and Exhibits.** All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.
22. **Care and Removal of Exhibits.** Management will maintain the cleanliness of all aisles, except that Management may require Exhibitor to immediately remove any of its property that may be in any aisle. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by Management to accept or process Exhibit applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event the Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable at Exhibitor's sole expense without any liability to Management.
23. **Photography.** The photographic rights for the Exhibition are reserved to Management, and photography in the Exhibition requested by the Exhibitor can be carried out at Exhibitor's expense by the official photographers (as designated by Management) if desired. All other photography is strictly prohibited, unless otherwise approved by Management in writing in advance of the Exhibition. If Exhibitor desires to make its own arrangements for photographing its exhibit it must apply to Management, whose permission shall not be unreasonably withheld. Photographing other Exhibitor booths or products is strictly prohibited and such violations may result in ejection from the Exhibition and/or confiscation of camera equipment.
24. **Amendment to Terms/Rules.** Any matters not specifically covered by the License shall be subject solely to the decision of Management. Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations regarding the Exhibition, and any such amendments when made and brought to the notice of Exhibitor shall be and become part hereof as though duly incorporated herein and Exhibitor shall be subject to the provisions of the License as so amended.
25. **Assignment.** This License is non-assignable by Exhibitor. Any attempted assignment of the License by Exhibitor shall be null and void and shall constitute a breach, resulting in termination of the License hereunder and cancellation of Exhibitor's right to participate at the Exhibition. Management may assign the License at any time to any affiliate, by operation of law, or otherwise.
26. **Late Fees and Collection Fees.** Exhibitors who are delinquent in making payments pursuant to the terms of this Agreement will be subject to a late fee on all past-due balances owed to Management, which shall be added to their invoice. Exhibitor further agrees to pay any collection costs incurred by Management in collecting such balances owed, including but not limited to, court costs, collection fees, and attorney's fees.
27. **Integration of License.** This License contains the entire agreement between Management and Exhibitor. It may not be orally modified by Exhibitor. Only an agreement in writing signed by a duly authorized representative of Exhibitor will be enforceable. Any dispute or conflict concerning the terms of the License shall be determined by Management in its sole discretion.
28. **Forum Selection Clause.** This License Agreement is deemed to be entered into in the State of Connecticut and governed by the laws of the State of Connecticut without regard to its conflicts of laws principle. Exhibitor consents to the jurisdiction of the courts of the State of Connecticut for the resolution of any and all disputes and claims arising in connection with the License. Management, however, shall not be obligated to enforce its rights in the State of Connecticut, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Connecticut.
29. **Alternate Exhibition Venues.** Operation by Exhibitor of hotel suites, recreational vehicles or other places for sales or other official exhibitor functions or entertainment purposes is prohibited during the business hours of the Exhibition without prior written consent from Management. Further, Exhibitor shall not, nor shall its employees or other representatives, conduct official exhibitor functions in private rooms, recreation vehicles or elsewhere outside its Exhibit, during business hours of the Exhibition.
30. **Sound Level.** Mechanical or electrical devices used by or on behalf of Exhibitor which produce sound must be operated so as not to disturb other exhibitors. Management reserves the right to determine the acceptable sound level of all such devices.
31. **Offset.** Management shall have the right to set off against any amount which may be due from Management to Exhibitor, pursuant to the License or otherwise, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. In addition, Management shall have the right to apply any amounts received from Exhibitor under this Agreement to any other amounts due to Management or its affiliates from Exhibitor or its affiliates.
32. **Admission.** Admission is open to adults affiliated with the industry served by the Exhibition. No persons under 18 years of age will be admitted to any trade exhibition. Management shall have sole control over admission policies at all times.

LICENSE AGREEMENT FOR EXHIBITION PARTICIPATION TERMS AND CONDITIONS

33. Exhibitor Conduct. Retail sales are prohibited, except in connection with consumer (i.e. public) shows, during the Exhibition and may, as with any other breach of the License, entitle Management to close the Exhibit and/or exclude Exhibitor from the Exhibition facilities. Subject to the foregoing, the distribution of samples, souvenirs, publications, and similar items, or other sales or sales promotion activities must be conducted by Exhibitor only from within its Exhibit. Management retains sole discretion to approve, control, or prohibit which samples and other items may be distributed and where such samples may be distributed. Exhibitor shall comply with all Federal, State and local laws and shall obtain all required permissions under such required laws and from the Exhibition hall facility. Failure by Exhibitor to comply with such laws shall constitute a breach of this Agreement pursuant to Paragraph 7 hereof. The distribution of any articles that interferes with the activities of, or obstructs access to, other exhibitor booths or other spaces, or that obstructs aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed except by written permission of Management. In no event shall Exhibitor use its Exhibit to promote any other exhibition or conference. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors or visitors. Any action resulting in complaints from any other exhibitor or any visitor which, in the opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may be prohibited by Management in its sole discretion.
34. Advertisements. All advertisements in any media with signed insertion orders are non-cancelable and non-refundable. Management reserves the right to reallocate any advertising space at its discretion. All advertisements are subject to approval by Management. Management has the right to offer new products or positions throughout the Exhibition cycle that may not be listed on the License.
35. Exhibit Service Package. The booth service package is being provided as a service to Exhibitor. Any property that is purchased or leased in order to provide such service is merely incidental to the rendering of such service. Thus, the provider of such service shall remit all applicable sales and use taxes, which are invoiced by such provider and collected by Management from Exhibitors and remitted to the provider, on such property when purchased or leased.
36. Changes to Dates, Venue and Exhibit Space. Management may, in its sole discretion, change the dates and/or venue for the Exhibition upon written notice to Exhibitor. Management shall not be liable for any costs, damages, fees or other expenses of Exhibitor as a result of any such changes. Additionally, Management reserves the right to relocate Exhibitor to any space within the Exhibition facility at any time. Management may retain any portion of Exhibitor's License fee paid pursuant to the Page 1 Payment Terms/Schedule and said amount shall be applied as though no change in date or venue had occurred. Any remaining payments due from Exhibitor shall be due in accordance with Page 1 Payment Schedule. Any cancellation of the License or withdrawal from the Exhibition due to any change in date, venue or space assignment, shall be subject to the provisions provided herein.
37. License Acceptance. Deposit of your check by Management does not constitute acceptance by Management of this License Agreement and does not provide the grant of a license hereunder to you. For legal purposes, this License Agreement constitutes an "offer" and returning it signed to Management it constitutes "acceptance" by you of its terms and conditions.



SECURITY REGULATIONS AND CODE OF CONDUCT

The JCK Show - Las Vegas
June 4 - June 7, 2010
Sands Expo & Convention Center / Venetian Resort Hotel Casino
Las Vegas, Nevada, USA

EXHIBITORS: PLEASE READ THOROUGHLY AND ACKNOWLEDGE BY SIGNING THE BOTTOM OF THIS PAGE AND RETURNING WITH YOUR SIGNED AGREEMENT AND PAYMENT.

Our objective is to provide a quality show in which exhibitors and buyers can meet to transact business in a secure environment, and in a fair and equitable manner. To ensure this objective, the following security regulations and code of conduct have been prescribed by the Show Advisory Board and adopted by Jewelers' Circular Keystone and Show Management.

REGULATIONS:

1. Official JCK Show badges must be worn and plainly visible at all times by all individuals on the exhibit floor.
2. A badge may be worn only by the person whose name appears on it, and that person must be directly associated with an exhibiting firm. Anyone wearing or supplying an unauthorized badge or a badge belonging to another person will be subject to immediate removal from the show.
3. **Over-the-counter delivery of merchandise is not permitted. Exhibitors who fail to comply with this security measure are subject to fine and/or expulsion from the show.**
4. Exhibitors and buyers will be permitted on the exhibit floor only during hours specified in the Exhibitor Services Manual and the Show Guide, unless prior approval is obtained from Show Management.
5. Each booth or exhibit area must be occupied by at least one authorized person at all times. This does not apply to booths closed in observance of the Saturday Sabbath.

INSURANCE:

1. Neither Show Management, the Center, nor the official security contractor or authorized safe contractor will be responsible for Exhibitor's merchandise whether in or out of the vaults and regardless of whether Management provides a safe for Exhibitor's use within the assigned booth. All merchandise on the premises is at the Exhibitor's sole responsibility and risk.
2. Each exhibitor is responsible for obtaining insurance for their merchandise, exhibit and display. For a nominal sum, riders can be attached to your existing insurance policy to cover the loss, theft and/or damage to merchandise and booth equipment. Show Management, Freeman or any subcontractors are not liable for loss or damage to property.

CODE OF CONDUCT:

1. **Unprofessional Behavior.** Any exhibit demonstrations, displays or sounds which distract or annoy buyers or other Exhibitors, or which are deemed by Show Management to be unprofessional, are not permitted. Further, it is expected that each exhibitor will treat the other exhibitors and the attendees with courtesy and respect and in a businesslike manner. Any unprofessional personal behavior, including but not limited to sexual harassment, racial harassment, swearing at other exhibitors or attendees, threats of violence against other exhibitors and/ or their property, is not permitted.
2. **No Hawking.** "Hawking", (promoting or showing of merchandise) outside of an Exhibitor's booth or exhibit area is strictly prohibited.
3. **No Booth Sharing.** Only companies officially assigned by Show Management to a booth will be allowed to occupy or show merchandise in that booth. Exhibitor shall not display merchandise other than Exhibitor's own product line, or that product line for which Exhibitor is the sole legal United States distributor or representative and for which Exhibitor submits to Show Management proof of such representation.
4. **No Early Dismantling.** Exhibitors are not permitted to either completely or partially remove their merchandise or either completely or partially dismantle their displays prior to the official closing time of the Show each day.
5. **FTC Guideline & National Gold and Silver Marking Act Compliance.** Exhibitors agree to abide by all the business practices detailed in the Federal Trade Commission "Guides for the Jewelry Industry", including those which call for disclosure of treatment for any gemstone, and also agree to abide by all trademark and other provisions of the National Gold and Silver Marking Act. Questions related to the FTC Guides or to the Act should be directed to the Jewelers Vigilance Committee.
6. **No Infringement.** Exhibitors will not display or offer for sale any piece of jewelry which infringes on any copyrighted design.
7. **Vault Storage.** All merchandise must be removed from the vaults during Show hours. Any excess merchandise left in the vaults during Show hours will be charged a storage fee (not applicable to lines stored during Sabbath hours).
8. **No Equipment Stealing.** If you are short of any showcases, furniture or any other equipment, please contact the appropriate vendor; do NOT take such items from another exhibitor unless that exhibitor has given you express permission to do so.
9. **Exhibition of Watches.** Only the owner of the watch brand or the legal U.S. distributor of the watch brand may exhibit such watch brand at the Show. Each exhibitor of watches must disclose to Show Management no later than 120 days before the Show the specific brand(s) it intends to exhibit at the show. Show management reserves the right to verify the identity and status of the watch brand owner and the legal U.S. distributor, and to determine if the watch brand is appropriate for the Show. In the event of a conflict between the owner of the watch brand and the legal U.S. distributor of the watch brand, the owner of the watch brand shall have the sole right to exhibit the watch brand at the Show. Further, any exhibitor involved in transshipping or the unauthorized selling of used watches or watch parts, i.e. dials, bezels, etc., will be removed from the Show. For the purposes hereof, (i) "transshipping" means the shipping of new goods through distribution channels other than those authorized or intended by the watch brand owner and (ii) "unauthorized" means without the approval of the watch brand owner. **Violations of this Code of Conduct will not be tolerated and may result in immediate expulsion from the Show and/ or a ban from future events owned or managed by Reed Exhibitions.**

FOR THE BENEFIT AND SECURITY OF ALL EXHIBITORS AND BUYERS, PLEASE REPORT ANY OBSERVED VIOLATIONS OF THE ABOVE TO THE SHOW MANAGEMENT OFFICE.

(Mr./Ms.)X _____
SIGNATURE OF THE COMPANY OFFICIAL

(Mr./Ms.) _____
NAME OF THE COMPANY OFFICIAL

COMPANY _____