



CONTRACT & APPLICATION FOR EXHIBIT SPACE

3RD ANNUAL CLINICAL FORUM

IMPROVING CLINICAL DEVELOPMENT TOGETHER!

OCTOBER 19-21, 2009 - NICE ACROPOLIS IN NICE, FRANCE

MEETING ID #09103

COMPANY CONTACT INFORMATION

Exhibiting Company Name (for signage and directory)

PRIMARY CONTACT NAME

Contact (for all correspondence)

Street Address

Postal Code, City, Country

Telephone Number

French VAT Number (* Is applicable if registered in France)

Email Address (**Is required for confirmation)

EXHIBIT SPACE

Each 3m x 3m space includes one (1) complimentary full meeting registration and up to two (2) exhibit booth personnel registrations. Any staff required above those allotted per 3m x 3m must register as a full attendee incurring full registration fees.

Each booth space includes a pre-fitted shell scheme, one (1) table, two (2) chairs and one (1) electrical connection. Additional expenses associated with the exhibit, including special booths, drayage, lights, phone, carpeting, additional electrical connections, etc., will be the responsibility of the exhibitor.

Booth Rental Fees 3m x 3m

- 1 booth space €3'500.00 + €686.00 (19.6%VAT)= €4'186.00
- 2 booth space(s) €7'000.00 + €1'372.00 (19.6%VAT)= €8'372.00

Services/Products to be exhibited:

The Booth Selection Schedule is based on the date and time your paid application is received at DIA. Booth number requests will not be considered until DIA has notified you of your turn to select. Your selection will be included in your confirmation email.

If you do not receive confirmation within two weeks please call Phyllis Suter of DIA, Exhibits Department
Telephone +41 61 225 51 54
Email: phyllis.suter@diaeurope.org

PAYMENT OPTION & INFORMATION

Payment may be made by cheque, credit card, or bank transfer. Please note that exhibit space will not be assigned without payment in full. Companies with an outstanding balance will be prohibited from moving in at the Nice Acropolis.

Credit card payments by **Visa, MasterCard, or American Express** can be made by completing the relevant information below.

Visa **MasterCard** **American Express**

Credit Card Number

Expiration date

Name as it appears on credit card

Signature

Cheques should be made payable to: D.I.A. and mailed together with a copy of the application form to facilitate identification to:
D.I.A., Elisabethen Anlage 25, Postfach, 4002 Basel, Switzerland

Bank transfers in EURO should be made to:

Account Holder: D.I.A.
Bank: UBS, Postfach, CH-4002 Basel, Switzerland;
IBAN: CH96 0023 3233 6353 8460C
DIA Account Number: 233-635384.60C;
SWIFT Code UBSWCHZH80A

Payments must be net of all charges and bank charges must be borne by the payer. Company name, as well as the Meeting I.D. #09103 must be included on the transfer document to ensure payment to your account. Please fax this form to +41 61 225 51 52 prior to payment. Payment does not denote approval of your application to exhibit. If application is denied a full refund will be processed.

The undersigned hereby authorizes DIA to reserve exhibit space in the Nice Acropolis for use by the above company or organization during DIA's 3rd Annual Clinical Forum. The undersigned hereby acknowledges receipt of and agrees to abide by the terms and conditions of the contract and Rules and Regulations contained on the reverse side of this application. DIA reserves the right in its sole and absolute discretion to reject any application that in its judgment does not enhance the purpose of the 3rd Annual Clinical Forum & Exposition or is in direct competition with DIA. This contract shall be deemed accepted by DIA when received, together with the required payment. However, no contract shall be deemed accepted if the contracting exhibitor has outstanding financial obligations to DIA, of which DIA is aware, for booth space, advertising, or any service(s) provided by DIA.

Authorised signature

Date

CANCELLATION & DOWNSIZING POLICY

All Cancellations/Downsizing requests MUST be in writing.

- Cancellations/Downsizing requests received on or before **July 21, 2009** will receive a **75%** refund;
- Cancellations/Downsizing requests received on or before **September 4, 2009** will receive a **50%** refund;
- Cancellations/Downsizing requests received after **September 4, 2009** will receive **NO refund**. Booth rental fees are non-transferable.

PLEASE FAX THIS FORM TO +41 61 225 51 52

EXHIBIT SPACE RULES & 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 3rd Annual Clinical Forum to be held October 19-21, 2009 at the Nice Acropolis in Nice, France 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 & 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 & Contract for Exhibit Space.
- 4. Payment:** The payment schedule is outlined on the front of this Application & Contract. The entire exhibit space rental fee will accompany this Application & Contract. No exhibitor will be allowed to participate in the show unless payment in full is received prior to the start of the exposition. DIA complies fully with the VAT regulations of the country where the exhibition is held.
- 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 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 cancelling 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. All stand structures must adhere to the guidelines laid out in the Exhibitor Services Kit for this exhibition. 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 Nice Acropolis, 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 Nice, France 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. Indemnity:** The Exhibitor agrees to indemnify and hold harmless the DIA, its officers, directors, employees and members 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 and members 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 individuals 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 and members, 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.
- 11. Exhibitor Insurance:** The exhibitor shall, at its sole cost and expense, procure and maintain through the term of each 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 by DIA. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$1,000,000. Such insurance shall name DIA as an additional insured and exhibitor shall upon request provide DIA with certificate so indicating. Workers Compensation and any other insurance or required licenses shall be in full compliance with all federal and state laws, covering all of exhibitor's employees engaged in the performance of any work for the 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.
- 12. 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.
- 13. 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.
- 14. 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 Nice Acropolis 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.
- 15. 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.