

EXHIBIT SPACE & SUPPORT APPLICATION/CONTRACT

**Society for Vascular Medicine
2010 Annual Meeting
Intercontinental Cleveland Hotel
Cleveland, Ohio USA
April 28 - May 2, 2010**

Set-up:
Wednesday, April 28, 1:00 p.m. – 5:00 p.m.

Exhibits:
Thursday, April 29, 7:00 a.m. – 8:00 a.m.; 10:15 a.m. – 10:45 a.m.; Noon – 1:30 p.m.
Friday, April 30, 7:00 a.m. – 8:00 a.m.; 9:45 a.m. – 10:15 a.m.; 11:45 a.m. – 1:00 p.m.

PLEASE PRINT OR TYPE (List name of company/organization, division, if any, and mailing and street address)

Company/Organization _____
 Division (if any) _____
 Contact Name _____
 Street Address _____
 City _____ State _____
 ZIP/Postal Code _____
 Country _____
 Phone _____ Fax _____
 E-mail _____

The undersigned hereby authorizes SVM to reserve exhibit space for use by the above company or organization. The undersigned hereby acknowledges receipt of and agrees to abide by the Exhibit Rules and Regulations printed on the reverse side of this contract, and to all conditions under which exhibit space is leased to SVM. The undersigned acknowledges that space assignments shall be acceptable unless SVM is notified in writing within 15 days of the date of assignment notification. The undersigned specifies that the products or services listed on this contract are those to be exhibited.

 Authorized Signature Date Name (print or type) Title (print or type)

CHOICE OF SPACE LOCATIONS (List All Booth Numbers):

Size of Space Required _____
 1st Choice _____
 2nd Choice _____
 3rd Choice _____

Exhibitor Fees

- \$1,000 for each 10' x 10' booth
- For non profit organizations, government agencies, and academic institutions only:
\$500 for each "Take One" display

**Mail one copy of this contract with payment to:
Society for Vascular Medicine
111 Deer Lake Road, Suite 100
Deerfield, IL 60015 USA
+1-847-480-2961
FAX: +1-847-480-9282**

PAYMENT:

Enclose one copy of the completed contract and full payment to reserve exhibit space for the SVM Annual Meeting. Payment must be in U.S. funds. SVM's taxpayer ID number is 34-1623552.

Number of Spaces _____
 Total Space Cost \$ _____
 Support Name _____
 Support Amount \$ _____
 Subtotal \$ _____
TOTAL DUE \$ _____

- VISA MasterCard American Express
 Diners Club Discover Check

Card # _____ Exp. Date _____

Signature _____

Check #, if applicable _____

FOR SVM USE

Booth(s) Assigned _____ Total Fee \$ _____
 Exhibitor Manual Mailed _____ Payment Received _____

EXHIBIT RULES AND REGULATIONS

1. ACCEPTABILITY OF EXHIBITS: All exhibits shall serve the interests of the members of SVM and shall be operated in a way that will not detract from other exhibits or from the Exhibition. Exhibit Management determines acceptability of persons, things, conduct and/or printed matter and reserves the right to require the immediate withdrawal of any exhibit which is believed to be injurious to the purpose of the Society. In the event of such restriction or eviction, SVM is not liable for any refund of exhibit fees or any other exhibit-related expense.

2. APPLICATION FOR SPACE: Application for space shall be made in writing on the official application form.

3. ASSIGNMENT OF SPACE: Exhibit space is assigned on a first-come, first-served basis. SVM will attempt to honor all requests for exhibit space. Notwithstanding the above, SVM reserves the right to change location assignments at any time, as it may in its sole discretion deem necessary.

4. PAYMENT: Full payment is required with the contract.

5. CANCELLATION: SVM must be notified in writing in the event of cancellation or space reduction. Refunds of booth fees will be made only in the event that SVM is able to re-sell the space.

6. FAILURE TO OCCUPY SPACE: Space not occupied by the close of the exhibit installation period will be forfeited by the exhibitor, and this space may be resold, reassigned or used by Exhibit Management. If the exhibit is on hand, Exhibit Management reserves the right to assign labor to set up any display that is not in the process of being erected by the given deadline. The exhibitor will be billed for all charges incurred.

7. EXHIBIT FEE: \$1,000 (or applicable discount) U.S. per 10' x 10' booth includes:

- Draped backdrop and siderails
- Company identification sign
- General security to monitor entry
- Removal, storage and return of crates
- One booth personnel badge
- SVM Web site listing with link
- 50 percent discount rate on one-time use of membership mailing list
- 50 percent discount rate one one-time use of meeting registration mailing list

8. FLOOR PLAN: All dimensions and locations shown on the official floor plan are believed to be accurate. Exhibit Management reserves the right to make such modifications as may be necessary to meet the needs of the exhibitors and the exhibit program.

9. CANCELLATION OF CONFERENCE AND EXHIBITION: If SVM should be prevented from holding the Exhibition by reason of any cause beyond its control (including, but not limited to damage to, buildings, riots, labor disputes, acts of government or acts of God) or if it cannot permit the exhibitor to occupy the space due to causes beyond its control, then SVM has the right to cancel the Exhibition with no further liability to the exhibitor other than a refund of space rental, less a proportionate share of Exhibition expenses.

10. RESTRICTIONS ON USE OF SPACE: No exhibitor shall sublet, assign or share any part of the space allocated without the written consent of SVM. Solicitations or demonstrations by exhibitors must be confined within the bounds of their assigned space. Aisle space shall not be used for exhibit purposes, display signs, solicitation or distribution of promotional material. Exhibits, signs and displays are also prohibited in any of the public areas or elsewhere on the premises of the meeting facilities or in the guest rooms or hallways of the hotel. Operation of sound devices is allowed if the exhibitor complies with Exhibit Management discretion on volume. Any firm or organization not assigned exhibit space will be prohibited from soliciting business at the Exhibition.

11. CONSTRUCTION OF EXHIBITS: Exhibits shall be constructed and arranged so that they do not obstruct the general view of any other exhibit. No side wall higher than 36 inches may extend more than 4 feet from the back wall of the booth. Nothing shall be displayed higher than the back wall of the booth (8 feet high). No display material exposing an unfinished surface to neighboring exhibits or aisles will be permitted. Exhibitors wishing to use other than standard booth equipment, signs or materials that in any way conflict with regulations must submit two (2) copies of a detailed sketch of the proposed layout at least 45 days prior to the Exhibition, and must receive written approval from Exhibit Management.

12. CARE OF EXHIBITS: Nothing shall be posted on, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly

prohibited. Any property destroyed or damaged by an exhibitor must be replaced or restored to its original condition by the exhibitor or at the exhibitor's expense.

13. FIRE REGULATIONS: All fabrics and other materials used for decorative purposes must be flame retardant. Each exhibitor must have a certificate showing that display material has been treated by a flameproofing compound approved by the appropriate city agency. All packing and decorating material must be flame retardant. Merchandise must not be packed in paper, straw or excelsior. Any merchandise packed in flammable material cannot be brought into the show. Booths must be cleaned of combustible rubbish daily. All electrical equipment must be U.L. approved and must meet the requirements established by the local City Code. All empty cartons and/or crates must be removed from the exhibit hall. Local fire department regulations relating to exhibits and supplied to each exhibitor will be strictly enforced and are part of the exhibit contract.

14. INSURANCE: All exhibitors and their authorized decorators are strongly urged to obtain insurance coverage against damage or loss, and public liability insurance against injury to the person and property of others. Exhibit materials should be covered from the time they are shipped from the warehouse, through move-in, show dates, move-out and until all materials have been received at the point of origin. Exhibitor assumes responsibility and agrees to indemnify and defend SVM and the Intercontinental Cleveland Hotel and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor understands that neither SVM nor the Intercontinental Cleveland Hotel maintain insurance covering the Exhibitor's property, and it is the sole responsibility of the Exhibitor to obtain such insurance.

15. SECURITY: Peripheral security guard service is provided by Exhibit Management. However, it is the responsibility of each exhibitor to protect display material from loss or damage. Please be certain that all small display and personal items are secure before leaving the display — even temporarily.

16. UNIONS AND CONTRACTORS: In order to conform to union contract rules and regulations, all exhibitors must use qualified union personnel for the various services required for installation and dismantling of exhibits and for material handling within the show. Exhibitors agree to abide by the Rules and Regulations concerning local unions having agreements with the Exposition facility or with authorized service contractors employed by Exhibit Management. Only the Official contractors designated by Exhibit Management will be permitted in exhibit areas unless authorized by Exhibit Management.

17. COMPLIANCE: The exhibitor agrees to abide by and comply with the Rules and Regulations including any amendments that Exhibit Management may make from time to time. Exhibitor further assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorized local, state and federal governing bodies concerning fire, safety and health, as well as the rules and regulations of the operators of and/or owners of the property where the Exhibition is held.

18. RESPONSIBILITY: Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damages to displays, equipment and other property brought upon the Hotel premises, and shall indemnify, defend and hold harmless SVM, the Hotel, its owners, affiliated companies, agents, servants and employees from any and all such losses, damages and claims. The exhibitor agrees to hold harmless the Intercontinental Cleveland Hotel from any losses, claims and expenses (including attorney's fees) arising from damage to property or injury to exhibitors, by reason of exhibitor's use of the exhibition facilities.

19. COPYRIGHTED MUSIC: The exhibitor assumes the entire responsibility for obtaining any necessary license agreements for the use of any copyrighted music in the exhibitor's booth space during the show.

20. ALCOHOLIC BEVERAGES: Serving of alcoholic beverages during the Exhibition is strictly prohibited.

21. CONFLICTING EVENTS: The Exhibitors attending the SVM 2010 Annual Meeting will be required, as a condition of their participation, not to support conflicting events. Conflicting events are scientific or educational meetings of interest and relevance to vascular medicine (including, but not limited to, lectures, presentations, seminars or workshops) that are scheduled during the same time frame encompassed by the SVM 2010 Annual Meeting. For purposes of this policy, the relevant time frame begins two days immediately prior to the official opening of the SVM 2010 Annual Meeting and ends two days after the official close of the SVM 2010 Annual Meeting.

ACCME Conditions

1. STATEMENT OF PURPOSE: Program is for scientific and educational purposes only and will not promote the company's products, directly or indirectly.

2. CONTROL OF CONTENT AND SELECTION OF PRESENTERS AND MODERATORS: CME Accredited Provider and the SVM are ultimately responsible for control of content and selection of presenters and moderators. The Company agrees not to direct the content of the program.

3. ROLE OF SVM: SVM will assume certain responsibilities for the overall management of this activity and the day-to-day communications with the parties associated with this activity, including faculty and the Company.

4. DISCLOSURE OF FINANCIAL RELATIONSHIPS: CME Accredited Provider and SVM will ensure meaningful disclosure to the audience of (a) Company funding and (b) any significant relationships that the Company has with CME Accredited Provider (e.g., grant recipient) or with individual speakers or moderators.

5. INVOLVEMENT IN CONTENT: There will be no "scripting", emphasis, or influence on content by the Company or its agents.

6. ANCILLARY PROMOTIONAL ACTIVITIES: No promotional activities will be permitted in the same room or oblique path as the educational activity. No product advertisements will be permitted in the program room.

7. OBJECTIVITY & BALANCE: CME Accredited Provider and SVM will make every effort to ensure that data regarding the Company's products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.

8. LIMITATIONS ON DATA: CME Accredited Provider and SVM will ensure, to the extent possible, meaningful disclosure of limitations on data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.

9. DISCUSSION OF UNAPPROVED USES: CME Accredited Provider and SVM will require that presenters disclose when a product is not approved in the United States for the uses under discussion.

10. OPPORTUNITIES FOR DEBATE: CME Accredited Provider and SVM will ensure meaningful opportunities for questioning or scientific debate.

11. INDEPENDENCE OF SVM IN THE USE OF CONTRIBUTED FUNDS:

- a. Funds should be in the form of an educational grant made payable to SVM as directed.
- b. All other support associated with this CME activity (e.g., distributing brochures, preparing slides, etc.) must be given with the full knowledge and approval of CME Accredited Provider and SVM.
- c. No other funds from the Company will be paid to the program director, faculty, or others involved with CME activity (additional honoraria, extra social events, etc.).

All parties agree to abide by all requirements of the ACCME *Standards for Commercial Support of Continuing Medical Education* (appended).

CME Accredited Provider and SVM agree to:

- 1) acknowledge educational support from the Company in program brochures, syllabi, and other program materials;
- 2) upon request, furnish the Company a report concerning the expenditure of the funds provided.

AGREED