

BASIC TERMS & CONDITIONS – EXHIBIT A

This contract is between Diversified Business Communications Canada (herein called "Management") and the Exhibitor. This is a non-assignable contract. Any attempted assignment of this agreement shall be null and void and shall constitute a breach of this agreement, resulting in cancellation at the Management's discretion.

1. Eligibility and Allotment of Space

Exhibitors will be limited to those companies or other entities offering materials, products or services of specific interest to registrants, as determined by Management in its sole discretion. Management also reserves the right to determine the eligibility of any product for display at the Exhibition. Exhibitors shall comply with the Canadian Medical Association Policy Summary on Physicians and the Pharmaceutical Industry, and the Commercial Support Policy of Continuing Education, Faculty of Medicine – University of Toronto. Space allotments will be made by management in keeping, if possible, with preferences and priorities of the exhibitor concerning location. Management, however, reserves the right to make reasonable shifts of booth locations.

2. Default in Occupancy and Downgrades

It is understood and agreed to by the exhibitor that in the event he fails to install his product in his exhibit space within the time limit set for opening exhibits or fails to pay the space rental at the times specified, or fails to comply with any other provisions concerning use of exhibit space, management shall have the right to take possession of said space for such purposes as it sees fit and the exhibitor will be held liable for the full rental price of said space. Downgrades in exhibit space are subject to a 25% penalty of the cost of the downgraded space.

3. Limitation of Liability

All property of exhibitor is understood to remain under exhibitor's custody and control, in transit to or from or within the confines of the hall, subject to the rules and regulations of the exhibition.

Exhibitors are recommended to carry a certificate of insurance for **\$2,000,000**

Commercial General Liability extended to include: Bodily Injury, Property Damage, Personal Injury, Contractual Liability, Non-Owned Automobile Liability, Products and Completed Operations, Cross Liability Clause, and a Severability of Interest Clause; **Tenant's Legal Liability** of \$100,000.

Exhibitor agrees to make no claim for any reason whatsoever against management or service contractor for loss, theft, damage or destruction of goods; nor for any damage of any nature, including damage to his business by reason of failure to provide space for his exhibit; nor for any action of any nature of management; nor failure to hold the exposition as scheduled.

Exhibitor assumes all liability with respect to any liability to any Performing Rights Society or other organization with regard to any live and/or recorded music at the exhibitor's booth.

4. Indemnity

You and, as may be applicable, your corporate affiliates, directors, officers, employees, agents, representatives, successors and assigns, agree to defend, indemnify and hold harmless Diversified Business Communications Canada ("DBCC") and its corporate affiliates, and their directors, officers, employees, agents, representatives, successors and assigns, from any and all claims, damages, costs and expenses, including reasonable lawyers' fees and disbursements, related to or arising from your participation in Primary Care Today, in particular, but without limiting the generality of the foregoing claims advanced against you by attendees at the Primary Care Today for representations made by you to them or services or products sold by you to them, either at or following the event.

5. Installation, Exhibiting, Dismantling

Hours and dates for installation, exhibiting and dismantling shall be those specified by management. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the show floor at the time specified by management.

6. Display Heights

Display heights must conform to published rules and regulations, which will be forwarded to the exhibitor in the Exhibitor Manual approximately 2 months prior to the show.

7. Arrangement of Exhibits

Management shall have full discretion and authority in the placing, arrangement and appearance of all items displayed by exhibitor and may require the replacing, rearrangement or redecorating of any item or booth without liability for costs that may accrue to the exhibitor as a result of the action. Plans for specially built displays in variance with regulations contained in the agreement must be submitted to management for approval. Special pricing may apply.

Exposed parts of displays and/or equipment must be finished or covered in such a manner as not to be unsightly to exhibitors in adjoining booths.

8. Storage of Packing Crates and Boxes

Exhibitors will not be permitted to store packing crates and containers in their booths during the period of the show. Properly marked packing materials will be sorted and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates.

9. Restrictions in Operations of Exhibits

a) Alcoholic beverages in the exhibition area are prohibited.
b) Signs & Illumination - Signs involving the use of neon or similar gases are prohibited. Electric flashing signs must be low intensity and require prior approval of the specifications of their use by management. Should the wording on any sign or area in the

exhibitor's booth be deemed by management to be contrary to the best interest of the show, exhibitor agrees to make such changes in wording as may be requested by management.

c) Booth Personnel. Booth representatives must be dressed in a manner deemed by management to be in keeping with generally accepted standards of propriety.

d) Sound. Amplifiers and other sound generating equipment must be operated at levels that will not interfere with other exhibitors nor add unduly to the general acoustic discomfort.

e) Noise and Odors. No excessive noise or obstructive work will be permitted during operating hours of the exposition, nor will excessively noisy displays, nor exhibits generating objectionable odours be allowed.

f) Lotteries, Contests. The use of games of chance, lottery devices, musical instruments, carnival barkers and other sideshow practices is permitted only with written permission of management.

g) Demonstrations, Souvenirs, Samples. All demonstrations and other sales activities must be confined to the limits of the booth. Distribution of samples, souvenirs, publications etc., is likewise limited to the booth confines.

10. Subletting

The exhibitor agrees not to assign, sublet or apportion space, or any part thereof allocated to such exhibitor without prior written permission of management.

11. Care of Premises

Exhibitor is liable for any damage caused to building, floors, walls, columns and to standard booth equipment or other exhibitor's property. Application of labels, tape, paint, lacquer, adhesives or other coatings to building columns, floors and wall or to standard booth equipment is strictly prohibited.

12. Safety and Public Policy

a) Compliance. The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and codes of duly authorized local, provincial and federal governing bodies concerning fire, safety and health and environmental requirements, together with the rules and regulations of the operators and/or owners of the property wherein the show is held.

b) Inflammable Materials. All booth decorations must be flameproof and all hangings must clear the floor.

c) Electrical Code. Electrical wiring must conform to the National Electrical code Safety Rules. If inspection indicates that exhibitor's display is not in compliance with these regulations, or otherwise constitutes a fire hazard, the right is reserved to cancel all or such part of the display that is irregular, and effect the removal of same at exhibitor's expense.

13. Union Labour and Official Contractor

Management will select official contractors to provide certain services and equipment to exhibitors at the show site during installation, exposition and dismantling. Exhibitors will be advised of these contractors, their services and rates in the official Exhibitors Manual issued by management.

Exhibitor agrees to abide by and comply with rules and regulations concerning local unions having agreements with the show facility or with authorized contractors employed by management. Any dispute or disagreement between exhibitor and official contractor or between exhibitor and a tradesman or union representative, will be referred to management for resolution that will be binding on all parties to the disagreement.

14. The exhibitor agrees to remove his exhibit equipment and materials from the show building by the date advised by Show Management and such removal of materials will be in full compliance with any environmental and other pertinent requirements. In the event the exhibitor does not remove their exhibit and material from the show building by the conclusion of the scheduled move out, show management reserves the right to force freight the exhibit and materials. All costs incurred with the forced freight process will be the responsibility of the exhibitor.

15. Cancellation or Curtailment of Show

Management reserves the right at its sole discretion, to change the date or dates upon which the show is to be held and shall not be liable in damages or otherwise by reason of any such change. In addition, Management shall not be liable in damages or otherwise for failure to carry out the terms of the Agreement in whole or in part where caused directly or indirectly by or in such consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, disease, strike or by any causes beyond the control of Management.



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