

2011 Application to Exhibit
Exhibitor Terms and Conditions

1. **CONTRACT.** Exhibitor (“you”) agrees to abide by the terms and conditions of this contract. This contract is legally binding between you and the NATIONAL SOCIETY OF COMPLIANCE PROFESSIONALS, INC. (“NSCP”). This Contract constitutes the entire contract between you and NSCP and no other agreements, oral or otherwise, regarding subject matter hereof, will be deemed to exist or be binding upon either party. Any changes or modifications to this contract must be made in writing and agreed to by the authorized signatories of both parties.

2. **QUALIFICATIONS TO EXHIBIT.** Applications to exhibit at the NSCP National Meeting initially are open solely to NSCP member firms and previous NSCP meeting exhibitors. Any remaining unsold spaces after registration will be open to non-member firms. Such unsold spaces may be offered at a higher fee than the fee charged to NSCP member firms or previous exhibitors.

NSCP reserves the right to remove, decline, or prohibit any exhibit, part of an exhibit, or proposed exhibit which, in its sole opinion:

- is not suitable to or in keeping with the character of the exhibition, or
- is deemed not to be of interest to NSCP meeting attendees, or
- is not germane to the securities industry, or
- does not meet exhibition display guidelines.

NSCP also reserves the right to remove, decline, or prohibit any exhibitor from participation at the NSCP National Meeting if in NSCP’s sole and exclusive discretion, such exhibitor fails or has failed in the past to comply with the Exhibitor Terms and Conditions or otherwise to meet NSCP’s exhibitor standards.

3. **COST OF SPACE AND PAYMENT:** *The cost per table for exhibiting is \$5,000 for NSCP members and \$5,700 for non-members.* Payment may be made by Visa, MasterCard, American Express, or check. Checks should be made out to “NSCP, Inc.” Exhibitors must pay in full; no partial payments will be accepted.

In the event of cancellation of your exhibiting commitment, NSCP will offer a refund of your exhibitor fee minus 10% administrative fee ONLY if NSCP is able to sell the table space to another vendor.

4. **TABLE SELECTION.** Provided that your application to exhibit is approved, you will receive a copy of the tentative floor plan, which you acknowledge may be amended and modified by NSCP at any time, and you may select available table space from that plan. NSCP makes no guarantees that the tentative floor plan will ultimately be the final floor plan.

Your table selection on the tentative floor plan will be secured once NSCP is in receipt of this signed contract with payment attached. NSCP cannot reserve a particular table until payment and the executed contract are received. *The choice of table locations is offered to firms in the order in which their payments are received by NSCP.*

An exhibition table not occupied by 10 am on Monday (the first day of the event) will be forfeited, unless previous written arrangements were made with NSCP. NSCP may resell, reassign or use any forfeited space as deemed appropriate. NSCP reserves the right to make table and/or space substitutions as required.

NSCP is not liable for failure to deliver exhibition space as a result of building inaccessibility, fire, acts of God, public enemy, war or war-like conditions, terrorist attacks, threats or acts of terrorism or similar

acts, curtailment or interruption of transportation facilities, civil disturbance, strikes, the authority of the law, or any other cause beyond NSCP's control.

5. EXHIBITION SPACE. *Every table is 6 feet by 30 inches. Floor space will be provided by NSCP in front of, and/or behind, the table. No additional table or floor space will be granted under any circumstances.* A display is considered to be any material both touching and placed on, or in such a way as to be adjacent to, an exhibiting table. Exhibitor property not connected to or in any way touching the display table shall be considered to be "free-standing," and the use of same is strictly subject to the exceptions listed below. ***No part of the display may extend more than 3 inches beyond the edge of the display table*** The total display height, measured perpendicularly from the floor, may not exceed 6 feet including the height of the display table. Display tables will not be shortened.

Free-standing material that the exhibitor intends to be part of a display may only be placed *behind* the display table and only with the express written permission of NSCP. Flat-surface free standing items may not be wider than 6 feet measured edge to edge. Parabolic free standing items may not have a width greater than 6 feet or a depth greater than 8 inches.

The hotel will be instructed to remove noncompliant exhibition items, or entire displays, at NSCP's sole discretion. Any vendor not in compliance will forfeit their space and will not be reimbursed.

The table will include side skirts (the color will be determined by the hotel). Skirts may be substituted or removed at the exhibitor's option. Exhibitor agrees not to request a table skirt or skirts of a different color. Two chairs and one wastebasket will be provided. ***Exhibitor must arrange for additional requirements (electrical power, phone hookup, Internet connection, outlets, etc.) directly with the hotel which will bill directly for such extras.***

NSCP will not permit the sharing of tables between exhibitors. In signing this agreement, you are agreeing that the exhibition space is for your own use. You are not permitted to sublicense, transfer, or assign any portion or part of your allocated space to another party, except as specifically approved by NSCP. You shall not exhibit, nor permit to be exhibited in your space, any merchandise not a part of your own regular products, and shall not exhibit any advertising material not directly pertaining to the products exhibited or where display of such materials would violate or infringe on the intellectual property rights of a third party.

You agree to comply with all rules and regulations of the hotel and any relevant union in connection with installation, use and dismantling of your exhibit and any other applicable law.

6. EXHIBITOR EQUIPMENT/SUPPLIES ("MATERIALS"). Neither NSCP nor the hotel may be held responsible for materials that are damaged, lost or stolen. Exhibitor agrees that they will not ask NSCP staff with assistance in finding their exhibition materials. ***Only the hotel staff*** can assist with finding materials that you have shipped. It is highly recommended that you bring tracking and delivery information with you to help locate any missing boxes that you have shipped. Exhibitor agrees that NSCP staff will not have any knowledge of the location of exhibition materials.

As part of the Exhibitor fee, you will receive the right to exhibit at the show along with the equipment listed above. You will be required to provide all additional Materials which are required for your exhibit. You understand and agree that all expenses for shipping and handling of the exhibit Materials into and out of the show area, for set up and decoration of the display, and for all other costs incidental to the operation of the display, are not part of the show fee and are to be paid separately by you. To review the 2011 shipping/handling costs at the Hilton Baltimore please visit: www.TheUPSSStoreLocal.com/6175/ to approximate shipping/handling costs.

7. SET-UP/TEAR-DOWN. Exhibitor Registration will be open during all set-up and exhibit hours. You will be allowed access to the space allocated before and after the show hours to allow for the installation and the removal of exhibits according to the schedule noted above.

Should you fail to remove your exhibit or any part thereof, removal will be arranged by the hotel management at your expense.

8. PERSONNEL AND CONDUCT. Exhibiting firms are entitled to send only two people to work a table. These two people need not be the same two people throughout the conference and may be changed on a one-person-for-one-person basis at any time according to the Exhibitor's discretion. Exhibitor agrees that simultaneous use of more than two persons will be cause for immediate dismissal. Any vendor not in compliance will forfeit their space and will not be reimbursed.

Badges must be worn at all times during the seminar and exhibition. Only two registered exhibitor personnel per firm will be issued Exhibitor Badges (one exhibitor attendee and one exhibitor table person). These badges allow entrance into the following functions at the National Meeting: The General Sessions, the Keynote Address, and all food functions. Exhibitor attendees only are permitted at other sessions during the meeting.

NSCP requests that you be mindful of the fact that exhibitors are guests at NSCP's food functions, and that "hard selling" to NSCP members during events such as a sit-down luncheon will be unwelcome. Negative reports concerning exhibitor behavior received by NSCP staff may result in NSCP's declining to allow that exhibitor's participation at any level at future events.

NSCP has instructed the hotel staff not to permit anyone to slide product literature under attendees' hotel room doors.

9. CONFLICTING SOCIAL EVENTS. In the interest of the entire conference, you agree not to extend invitations, call meetings, or otherwise encourage absence of members, other exhibitors, or invited guests from the educational sessions or social events planned by NSCP.

10. CANCELLATION OF CONTRACT. NSCP reserves the right to terminate this contract and to withhold exhibitor space from you if you fail to adhere to any terms and conditions of this contract, including but not limited to exhibit size limitations. NSCP reserves the right to make such changes, amendments, and additions to these Exhibitors Terms and Conditions as it shall deem necessary and its decision will be final.

11. SEVERABILITY. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

12. INDEMNIFICATION. You hereby agree to indemnify and hold harmless NSCP, its agents, sponsors, volunteers and the hotel against any and all claims, suits, losses, costs, legal fees, and liabilities of whatever nature and however arising incurred or suffered by NSCP directly or indirectly by reason of any act or omission by you arising from your activities as an exhibitor, including any act or commission you commit in breach of these terms and conditions and the obligations and warranties contained in them.

13. OTHER MISCELLANEOUS BENEFITS.

NSCP will provide a hyperlink to your web site as a benefit of exhibiting at a meeting. This link will appear on www.nscpmeetings.com on the subpage that corresponds to the meeting at which you are exhibiting.

You are entitled to one workbook and one CD per exhibiting firm, provided that there are enough, which will be distributed to exhibitors on the final day of the conference.

NSCP grants you a limited non-exclusive license to use an NSCP meeting attendee list containing the mailing information of meeting attendees that have chosen to make their address data publicly available. This list is in emailed spreadsheet format only. Phone and fax numbers, as well as email addresses, will not be provided. **Use of NSCP meeting attendee address data is limited to two mailings.** You agree not to republish, upload, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, or provide to any third parties any data provided to you by NSCP.

If you breach any of the Terms of Use, your authorization to use NSCP member address data will be terminated.

NSCP reserves the right to revoke the authorization to possess NSCP address data at any time, and any such possession or use by Sponsors or Exhibitors shall be discontinued immediately upon notice from NSCP.

Authorized signature

Print name

Date