EXHIBIT RULES AND REGULATIONS

SOUTHERN THORACIC SURGICAL ASSOCIATION

NOVEMBER 4 - 7, 2009 Marco Island Marriott Beach Resort Marco Island, Florida

All matters and questions not covered by these Rules & Regulations are subject to the decision of the Southern Thoracic Surgical Association. In the event of any such decision being of general interest, written notice will be given by the Association to exhibitors as may be affected.

Exhibitors should review the STSA Education Disclosure policy and the ACCME Standards of Commercial Support available at www.stsa.org. Please note that STSA is an ACCME accredited organization and adheres to the ACCME Standards of Commercial Support. It is STSA's intent and expectation that all STSA educational activities are developed and presented without the influence of commercial interests.

The words "STSA" used herein or in subsequent regulations shall mean the Southern Thoracic Surgical Association, its committees, agents or staff acting for the management of the meeting and exhibition. The words "The Hotel" used herein or in subsequent regulations shall mean Marco Island Marriott Beach Resort, Marco Island, Florida, its agents and employees.

I. EXHIBIT DATES AND HOURS

The exhibits will be open Thursday, November 5, from 12:00 p.m. to 5:00 p.m.; Friday, November 6, from 9:45 a.m. to 11:30 a.m. and 1:00 p.m. to 4:15 p.m.; and Saturday, November 7, from 6:45 a.m. to 10:30 a.m.

2. ASSIGNMENT OF BOOTHS

Applications received from prospective exhibitors will be recorded in order of their receipt. Space will be assigned on a first-come, first-served basis. In the event of a conflict regarding space or other imperative conditions, STSA shall have the right to assign space to the exhibitor, rearrange the floor plan and/or relocate any exhibit at any time before or during the period of Exhibition. No special arrangements or favored booth assignment will be made on the basis of commercial support.

3. RESERVATION AND OCCUPATION OF EXHIBIT SPACE

Full payment must be received with the contract for exhibit space assignment.

Any space not claimed and occupied or regarding which no special arrangements have been made prior to 9:00 a.m. on Thursday, November 5, may then be resold or reassigned by STSA without obligation on the part of STSA to refund any part of the space rental. An exhibiting company may not assign or sublet any space allotted to it, and may not advertise or display goods other than those manufactured or sold by it in the regular course of its business.

Cancellation of exhibit space must be directed in writing to the association office. Refunds will be made at the discretion of STSA. In no case, however, will refunds be made after September I, 2009. An administrative processing fee of \$500 will be charged for all cancellations.

4. EXHIBIT SET-UP

Exhibitors will set up their booths, chairs, floor covering, draping, etc., on Thursday, November 5 from 8:00 a.m. – II:00 a.m. Set-up must be completed by II:00 a.m. on Thursday, November 5. After this hour no set-up work will be permitted without the special permission of STSA. Exhibitors should allow enough time to set up their booth so that they are finished by the designated end time.

5. REMOVAL OF EXHIBITS

All exhibits must remain intact until 10:30 a.m. on Saturday, November 7, and may not be dismantled or removed until that hour. Exhibit removal may commence at 10:30 a.m., and exhibits must be removed from the exhibit area by 12:30 p.m. on Saturday. After that hour the exhibit hall will be closed.

6. BOOTH CONSTRUCTION AND ARRANGEMENT

All exhibits must be confined to the special limits of the space, as indicated on the floor plan.

No perpendicular obstruction eight feet or more in height may extend forward more than 50 percent of the distance from the back wall, and none over 48 inches in height shall extend forward from the remaining space to the front of the booth (exceptions are subject to STSA's approval). Booths shall not present an objectionable side appearance when viewed from adjoining booth areas.

Flammable materials must be flame proofed before being taken into the exhibit building. $\label{eq:proofed}$

Literature on display shall be limited to reasonable quantities (one-day supply). Fire Department permits are required for open flame devices and use of compressed gases or dangerous chemicals.

7. ANIMAL TISSUE

The use of animal tissue will be considered if a written request is submitted to STSA no later than 30 days in advance, detailing the types of tissue, the preservation methods to be used prior to and during the meeting, and the proposed method of disposal either daily and/or at the conclusion of the meeting. Exhibitors may not utilize micro-organisms to demonstrate the efficacy of the product. Under no circumstances may human tissue of any kind be used for demonstration purposes. Copies of an insurance policy naming The Southern Thoracic Surgical Association and indemnifying The Southern Thoracic Surgical Association in case of lawsuit involving animal tissue in the exhibit hall must be provided before permission will be granted.

8. HAZARDOUS/MEDICAL WASTE

Exhibitor assumes reponsibility and any liability for removal or disposal of any material considered to be hazardous/ medical waste material. Exhibitor also agrees to conform to any local ordinances and regulations concerning the disposal of hazardous/medical waste. Any and all costs incurred in the removal of hazardous/ medical waste from the exhibit facility will be the sole responsibility of the exhibitor.

9. CARE OF EXHIBIT SPACE

The exhibitor shall care for and keep in good order space occupied. Special cleaning and dusting of the table, display equipment and material will be the exhibitor's responsibility.

Exhibitors may not place anything in the aisles during the open hours of the Exhibition.

10. REGISTRATION AND BADGES

All exhibitors shall register their personnel in advance. Any additions or changes in registration made during the meeting must be certified by an officer of the exhibiting firm or by the person in charge of the company's space.

Admission to the Exhibition will be by badge only. One badge will be furnished to each registrant during registration hours on site. Official badges must be worn whenever the registrant is in the Exhibition Hall. Exhibiting companies will receive two (2) complimentary badges. Two (2) additional badges may be purchased for a fee of \$50 each. Any additional badges after the two (2) complimentary badges and the two (2) badges for \$50 maybe purchased for \$100. After October 9th there will be a \$100 charge for all badges.

Badges of members, exhibitors, program participants, and visitors will show the name and affiliation of the wearer. Badges will not be transferable. The general public will not be admitted to the Exhibition Area.

Exhibitors attending educational sessions are allowed to participate as observers only. Exhibitors are not allowed to make comments or otherwise interfere in any manner with educational sessions.

II. ADMITTANCE

Admittance to technical exhibits is limited to the owners, officers, representatives, employees and their immediate families of exhibiting firms who have contracted for space. Models or similar personnel not commercially connected with the industry may not be employed to help at the exhibitor's booth. Representatives are defined as individuals who receive commission or salary from the exhibiting firm, and must be registered with STSA by exhibitor prior to October 9, 2009. Excluded from this category are representatives who maintain and own inventories of merchandise for resale. Such persons are considered to be dealers and, as such, are eligible to purchase exhibit space. Children under 14 are not allowed on the exhibit floor during set-up or dismantle. Except under special circumstances, no more than three registered representatives per booth shall be allowed in the exhibit hall at any one time. Compliance with this regulation shall be the responsibility of the person in charge of each exhibit. Non-exhibiting commercial visitors must have certification by an exhibiting firm and accompaniment by the exhibit manager to enter the exhibition.

12. INSURANCE AND LIABILITY

Each exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment and display at all times. Neither STSA nor The Hotel will be responsible for property damage or loss for such claims. The exhibitor assumes full responsibility for property damage, personal injury, or death to any part by reason of exhibitor's participation in the exhibition or meeting activities. Neither STSA nor The Hotel will be liable for injuries to any person or for damages to property owned or controlled by exhibitor, which claims for damages

or injuries may be incident to, arise from, or be in any way connected with exhibitor's occupation of display space; and the exhibitor agrees to defend, indemnify and hold STSA and The Hotel harmless against all such claims. Exhibitor agrees to insure itself, at its own expense, against property loss or damage, and against liability for personal injury.

In case any part of the Exhibition Hall is damaged, or if circumstances make it impossible for STSA to permit an exhibitor to occupy the space assigned during any part or the whole of the period covered, then under such circumstances the exhibitor will be charged for space only for the period space was or could have been occupied by the exhibitor and STSA is released from any and all claims for damages which may arise in consequence thereof.

13. SPECIAL SOUND EFFECTS AND GIVEAWAYS

Objectionable audible or visual attention-getting devices or effects and offensive odors from exhibits are prohibited. Sample-giving shall not interfere with other exhibitors' space. Distribution of refreshments or other products for consumption on the premises, not manufactured by or specifically related to the sales activities of the exhibitor, will not be permitted. Films of purely entertainment character, without educational or informative value, will not be permitted.

14. OTHER EVENTS HELD IN CONJUNCTION WITH THE STSA ANNUAL MEETING

Exhibitors may not host satellite activities, ancillary activities or other events from November 3 to 9, 2009 without prior written approval of STSA. Such activities and events may not take place during the hours of the scientific sessions, during other activities scheduled by STSA, or during the exhibition itself. Exhibitor assumes full responsibility for property damage, personal injury or death to any party, by reason of occurrences at or related to any such functions conducted by it. An outline of the STSA program and activities is available at www.stsa.org.

15. CONDUCT OF EXHIBITORS

Exhibitors shall conduct themselves in an ethical manner at all times and in conformance with these regulations. STSA reserves the right to deny the privileges of the floor to any and all exhibitors who do not comply. Exhibitors' badges are personal, not transferable, and must be worn at all times.

16. AMERICANS WITH DISABILITIES ACT

Exhibitor shall be responsible for making its exhibit accessible to persons with disabilities as required by the Americans With Disabilities Act and shall hold STSA harmless from any consequences of exhibiting companies who fail in this regard.

17. ATTENDEE LISTING

All participating exhibiting companies will receive a final list of registrants within one month after the conclusion of the meeting. Lists will not be provided prior to the meeting.

Registration Packet Inserts: All marketing materials must be contained within each company's allotted exhibit area. No marketing materials may be inserted in attendee registration packets or displayed near the registration area.

FOR MORE INFORMATION CONTACT:

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