

FPA Denver 2010 Exhibit Rules and Regulations

DEFINITIONS & PURPOSE OF EXHIBITS: This Exposition sponsored by FPA and to be held at the Colorado Convention Center (the "Facility") in Denver, Colorado on October 9-12, 2010, is designed for display and demonstration of products and services that will increase attendees' knowledge of financial planning. The relevance of the product or services an applicant seeks to exhibit will be considered in determining an applicant's eligibility to exhibit. The term "Exhibitor" refers to the organization entering into a license to use space at the Facility as well as any of its employees, contractors, agents or representatives. The application and contract for exhibit space and the payment of the license fee shall constitute a contract between Exhibitor and FPA.

CHARACTER OF EXHIBITS: No exhibit will be permitted to interfere with or block visibility of another exhibit, impede access to another exhibit, use the space of another exhibit, or interfere with the free use of the aisle in front of any exhibit. NO PART OF A STANDARD IN-LINE EXHIBIT BOOTH MAY EXCEED 8 FEET IN HEIGHT OR 10 FEET IN WIDTH WITHOUT FPA'S PERMISSION. Booths along a perimeter wall may not exceed 12 feet in height or 10 feet in width. Island booths may not exceed 16 feet in height. Permission for a display taller than 8 feet must be obtained from the FPA in writing. Sound presentations, slides or video presentations pertinent to the exhibit will be permitted if turned to a low conservative volume level and if not objectionable to neighboring exhibitors. Exhibitor's personnel shall be confined to the Exhibitor's booth space. Representatives of the Exhibitor may be attired to reflect Exhibitor's image but must maintain the professional climate of the Exposition, subject to final approval of FPA. No exhibit shall contain anything, which in the sole opinion of FPA, may cause a health or safety hazard.

DISPLAYED MATERIALS: FPA reserves the right to refuse or revoke an Exhibitor's license for exhibit space, without prior notice, if the Exhibitor's presentation of products or services, promotional material or the conduct of its affiliated personnel are not, in the sole opinion of FPA, compatible with the general character and objectives of the Exposition. FPA shall have the sole right and authority to approve the tone, general content and subject matter of all exhibits. Exhibitors shall not exhibit, distribute or permit to be exhibited in their spaces any material which is not part of their own regular products or services, nor shall Exhibitors distribute or permit to be exhibited any advertising material not directly pertaining to their products or services. FPA also reserves the right to revoke this license and/or remove property or personnel of any Exhibitors from the Exposition prior to or at any time during the Exposition for failure to comply with these Rules and Regulations. Any such license revocation or removal of personnel or property may be made without prior notice or refund of fees by FPA. Compliance with FPA standards under these Rules and Regulations is at the sole cost of the Exhibitor. FPA expressly disclaims all liability, expressed or implied, for the truth or legality of the content of any exhibit and material distributed or representation made there from.

DISTRIBUTION OF MATERIALS: Exhibitors shall not distribute any type of literature or collateral throughout the Facility or headquarters hotel property other than in the Exhibitor's contracted space in the Exposition. FPA reserves the right to dispose of any such material found to be in violation of this Rule.

HOSPITALITY SUITES & PRIVATE PARTIES: Only Presenting, National, and Associate sponsors shall be authorized Hospitality Suites in the Official Hotel(s). Hospitality Suites and Private Parties sponsored by Exhibitors or their affiliates shall not be open during regularly scheduled hours of meetings, exhibits or other FPA functions. Exhibitors who schedule private functions in conflict with official FPA events will not be eligible to exhibit at an FPA event for two years.

DISABILITY PROVISIONS: Exhibitor shall have sole responsibility for ensuring that its exhibit is in full compliance with the Americans with Disabilities Act (ADA) and any regulations under that Act. Exhibitor will ensure accessibility to its exhibit space, and agrees to hold harmless, indemnify and defend FPA as well as its directors, officers, members, employees and agents against any claims, damages, loss or expense, including reasonable attorney's fees and costs, arising out of or related to any alleged ADA violation.

SUB-LETTING OF SPACE: Exhibitors are prohibited from assigning, sub-letting, transferring, swapping or sharing all or any part of the exhibit space assigned to them as well as Exposition admission badges issued in connection with this license. Badge counterfeiting, swapping or duplicating for Exposition admission purposes will be treated by the FPA as theft of a legitimate registration fee and subject the Exhibitor to immediate expulsion and loss of the ability to exhibit at future FPA Events.

INSTALLATION OF EXHIBITS: All exhibits must be fully set-up, staffed and ready for review by FPA Staff at the published time. FPA reserves the right to authorize installation of any exhibit not fully set-up on time. Expense for this installation will be paid by the Exhibitor. License for spaces not set-up and occupied by the times published in the Exhibitors Manual will be revoked without refund and may be resold, reassigned or used by FPA in its sole discretion.

REMOVAL OF EXHIBITS: To insure a professional climate and appearance of the entire Exposition area, NO EXHIBITOR WILL BE PERMITTED TO REMOVE ANY MATERIALS OR PARTS OF ITS DISPLAY UNTIL THE EXPOSITION IS OFFICIALLY CLOSED. IF EXHIBITOR FAILS TO COMPLY WITH THIS RULE, IT WILL BE SUBJECT TO A PENALTY OF \$500.00 and may be excluded from future FPA Events.

HANDLING AND STORAGE: FPA and the Facility shall not accept or store display materials or empty crates, Exhibitor shall make its own arrangements for shipment, delivery, receipt and storage of such materials and empty crates. Such arrangements may be made through the designated FPA drayage company, and Exhibitor shall provide the designated FPA drayage company with copies of all bills of lading. All shipments and deliveries to the Facility shall be prepaid. Exhibitor shall not incur any obligation to the designated FPA drayage company by reason of providing copies of any bills of lading hereunder.

Facility Regulations: The following regulations supplement the regulations and requirements of the Facility ("Facility Rules"). All Exhibitors shall comply with all such Facility Rules. Copies of the Facility Rules are available upon request.

SECURITY: Limited security services will be provided by FPA in the Exposition area, but the furnishing of such service shall not be deemed to increase the liability of FPA, its directors, officers, members, representatives and employees nor to modify in any way the assumption of risk and release by Exhibitor as provided herein. It is recommended that Exhibitors take their own precautionary measures such as securing of small or easily portable articles of value.

FIRE REGULATIONS: Exhibits must at all times meet the fire regulations of the Facility and the Fire Marshall and be reasonably safe to the public. All exhibits may be inspected by the Fire Marshall prior to the opening of the Exposition. All of the Exhibitor's electrical equipment and wiring will require evidence of testing and approval by a nationally recognized testing laboratory and must conform to all applicable electrical codes and regulations.

FINANCIAL PRODUCTS AND SERVICES SECURITIES OFFERINGS: Many attendees and Exhibitors at the Convention are involved in offerings of securities. FPA takes no part in these offerings and specifically does not undertake to assure that these activities are validly conducted or that any offerings made during the Convention are lawful. However, if it should come to the attention of the FPA that any applicable laws are being violated by an Exhibitor, the Exhibitor's license for space will be revoked for the Exposition and Exhibitor will be barred from participating at future FPA events.

PROHIBITED ACTIVITIES: Exhibitors shall not engage in any activities or marketing that violate a broker-dealer's supervisory and due diligence responsibilities with respect to registered representatives. Exhibitors are prohibited from making sales of investment-related products for cash, credit, on approval or any other terms anywhere within the Exposition area.

LICENSING AND COMPLIANCE: Exhibitor personnel and Exhibitor activities must be properly licensed and must be in compliance with all applicable laws and regulations, including federal and state securities laws and regulations and those of the state in which the Exposition is held. Compliance with such laws and regulations is the Exhibitor's responsibility.

ABSENCE OF DUE DILIGENCE REVIEW: FPA does not perform due diligence functions with regard to Exhibitors. Admission to the floor of the Exposition does not constitute an endorsement of the Exhibitor's services or products by FPA. Exhibitor is expected to display only products and services that comply fully with applicable law and professional standards.

LIABILITY: Exhibitor is liable for any damage caused to the Facility, booth equipment or to another Exhibitor's property. Neither FPA nor its directors, officers, members, representatives or employees will be responsible for any injury, loss or damages that may occur to the Exhibitor or to Exhibitor's employees, affiliated personnel, or invitees prior, during or subsequent to the period covered by the Exhibit License. The Exhibitor, by signing the license application, assumes all such risks and expressly releases FPA as well as its directors, officers, members, representatives, and employees from any and all claims for any such injury, loss or damage.

This Agreement shall not constitute or be considered a partnership, employer-employee relationship, joint venture or agency relationship between FPA and Exhibitor. Exhibitor agrees to protect, indemnify, defend and save the FPA and the Facility as well as their respective directors, officers, members, employees and representatives harmless against any and all asserted claims. The

Exhibitor assumes full responsibility and liability for the actions of its agents and independent contractors, whether acting within or without the scope of their authority, and agrees to indemnify any person from liabilities resulting directly or indirectly, or jointly, from the actions or omissions of said agents and independent contractors.

ARBITRATION: Any controversy or claim arising out of or relating to these rules and regulations, or the breach thereof shall be settled by arbitration before the Judicial Arbitrator Group in Denver, Colorado, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

CHOICE OF JURISDICTION: Should either party seek to enforce this agreement as provided herein, the parties agree that the jurisdiction, venue and choice of law shall be the state of Colorado. This license is made expressly subject to the terms and conditions of any agreement, lease or license that FPA has with owner, lesser, or licensor of the Facility containing the exhibit space.

WAIVER OF LIABILITY AND SUBROGATION: FPA shall not be responsible for any damage or injury to the Exhibitor, its agents, or property for any reason whatsoever except the gross negligence or willful misconduct of FPA, its servants or employees, arising out of FPA's duties and responsibilities under this license to lease space. The Exhibitor expressly releases FPA, its directors, officers, members, agents, employees, and/or servants from any such loss, damage or injury. FPA and the Exhibitor agree to waive the right of subrogation by their insurance carriers to recover loss sustained under their respective insurance contracts for real and personal property.

CANCELLATIONS and CHANGES:

CANCELLATION OR POSTPONEMENT BY FPA: The Exhibitor assumes full responsibility and liability for obtaining insurance coverage in the event FPA chooses to cancel the Exposition. The Exhibitor assumes the full responsibility and liability for obtaining insurance coverage for any losses, damages, and all Exposition expenses. The Exhibitor assumes the full responsibility to contact its service providers individually and to negotiate any refunds or cancellations directly with those providers. The Exhibitor acknowledges that FPA is not responsible for any vendor fees or refunds and FPA will not distribute refunds for outside vendor or service provider expenses.

If an unforeseen occurrence shall render the Exposition impossible or impractical to conduct, FPA may amend or terminate this license at its option. The Exhibitor waives any claim against FPA for damages or compensation as a result of such amendment or termination. FPA may return a portion of the amount paid for space by the Exhibitor after deducting any amounts necessary to cover expenses incurred in connection with the Exposition. Such expenses shall include, but not be limited to all expenses incurred by FPA as a result of contracts with third parties for services or products incidental to the Exposition, and all overhead expenses attributable to the production of the Exposition.

DATE OR LOCATION CHANGES: No monies will be returned to Exhibitor should the dates or location of the Exposition be changed by FPA. Exhibitor will be re-assigned space, which the Exhibitor agrees to use under these same rules and regulations. FPA shall not be financially liable in the event the Exposition is interrupted, cancelled, moved, or dates changed except as provided herein.

REDUCTION OF EXHIBIT SPACE BY EXHIBITOR: All requests for reductions of exhibit space must be made in writing. FPA reserves the right to decline for any reason to reduce the space contracted for. If a requested reduction is acceptable to FPA, no administrative charges will be assessed for reduction of exhibit space received in writing by FPA on or before July 15, 2010. Reductions of exhibit space are treated similarly to cancellation of contracts; no refunds will be made for reductions after July 15, 2010 even if space is resold. Exhibitor agrees that it is responsible for the total license fee for the original assigned space which shall be retained or paid to FPA as liquidated damages and not as a penalty according to this schedule.

CANCELLATION BY EXHIBITOR: In the event Exhibitor finds it necessary to cancel its participation in FPA Denver 2010, a 75% refund will be awarded if a written request is made prior to July 15, 2010. After July 15, 2010 NO REFUNDS will be made. All cancellations must be submitted in writing to the FPA Exhibits Manager or your Relationship Manager.

THIRD PARTY LABOR:

EXPOSITION CONTRACTORS: FPA assumes no responsibility or liability for any of the services performed or materials delivered by official Exposition contractors or their suppliers to the Exposition, their personnel, or their agents. Any controversies which may arise between parties on the Exposition premises shall be referred to FPA for resolution, and FPA's decision shall be final and binding.

LABOR: The Exhibitor agrees to abide by all agreements between FPA, the official service contractors and the Facility or any of its agents and to abide by all regulations as stated.

EXHIBITOR-APPOINTED CONTRACTORS: Exhibitor-appointed contractors must conform to all published regulations with regard to the Exposition. In addition, a third-party contractor form must be returned to the Exposition's official decorator evidencing compliance with this provision.

INSURANCE: The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, commercial general liability insurance against claims for bodily injury or death and property damage occurring in or upon, or resulting from, arising out of or related to the premises leased by FPA. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than \$2,000,000. Such insurance shall name FPA and the Facility as an additional insured (with no limitations), and Exhibitor shall upon request provide FPA with a certificate evidencing compliance with this provision. Workers Compensation and Occupational Disease insurance 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 Exhibitor. All property of the Exhibitor is understood to remain under its care, custody and control in transit to, during the Exposition and from the Facility. In addition, Exhibitor acknowledges that the FPA, the Facility or Hotel, do not maintain insurance covering Exhibitor's property and that it is the sole responsibility of Exhibitor to obtain business interruption, property damage or other insurance covering such losses by Exhibitor.

INTELLECTUAL PROPERTY:

FPA NAME AND TRADEMARKS: FPA prohibits the use of "The Financial Planning Association," "FPA," the association's logo or any conference logo, name or slogan by any Exhibitors without prior approval. Materials with said names without prior approval will be removed by FPA. FPA is the owner of trademark, service mark and collective membership mark rights for: FPA®, Financial Planning Association™, and "The Heart of Financial Planning". The marks may not be used without written permission from the Financial Planning Association.

COPYRIGHTED WORKS: Exhibitor's obligation to protect, indemnify, defend and save harmless FPA and the host Convention Center or Hotel and their respective employees, agents, and members shall extend to the Exhibitor's authorized use of copyrighted material, including the use of music, either by live performance or mechanical means. Exhibitor is responsible for obtaining any and all licenses required for the performance of any copyrighted materials.

OTHER REGULATIONS AND LAWS

ADDITIONAL RULES AND AMMENDMENTS: The Exhibitor shall be bound by these rules and regulations and by such additional rules and regulations that may be established by the Facility and FPA. FPA shall have the power to adopt and enforce all Exposition rules and regulations, and its decision on these matters will be final. Any matters not covered here shall be subject to the final judgment and decision of FPA.

RESERVATION OF RIGHT TO MAKE CHANGES: FPA reserves the right to change the Exposition dates and the site upon prior written notice to the Exhibitors. FPA reserves the right to make such changes, amendments and additions to these Rules and Regulations and Exposition floor plan as FPA considers advisable for the proper conduct of the Exposition with the provision that all Exhibitors will be advised of any such changes. FPA reserves the right to cancel, terminate or not hold a show with written notification and a full refund for any exhibit fees/expenses charged by FPA only.

COMPLIANCE WITH LAWS: The Exhibitor agrees to comply with and be bound by laws of the United States and the State where the Exposition is located including local fire codes.

VIOLATIONS: Any violation by the Exhibitor of any of the terms and conditions herein shall subject the Exhibitor to cancellation of the license to occupy exhibit space and to forfeiture of any monies paid. Upon notice of such cancellation, FPA shall have the right to take possession of the Exhibitor's space, remove all persons and properties and hold the Exhibitor accountable for all risks and expenses incurred in such removal. The Exhibitor releases and discharges FPA from any and all liability growing out of or in any way related to selection, rejection and removal of the Exhibitor, revocation of the Exhibitor License, and enforcement and interpretation of the terms of these Rules and Regulations.