

MILLION DOLLAR ROUND TABLE ANNUAL MEETING & EXPOSITION

GENERAL RULES & REGULATIONS

The Exhibitor Rules & Regulations set forth below are a binding part of your Application and Contract (Contract) with Million Dollar Round Table (MDRT). We request that you review these Exhibitor Rules & Regulations thoroughly to help insure that you will make the most of MDRT's Annual Meeting and Educational Exposition (Exposition) managed by Corcoran Expositions, Inc., hereinafter referred to as Show Management. Any matters regarding these Rules & Regulations and your compliance with them shall be determined by MDRT in its sole and absolute discretion.

EXHIBITOR ETHICS

Exhibitors will treat MDRT attendees fairly in all business dealings. Guarantees, warranties and advertising claims will be honored. No false or misleading claims about products or services will be made directly or indirectly by Exhibitors or their representatives.

COMPLIANCE WITH LAWS

Exhibitor agrees to comply with and be bound by all laws of the United States and the state hosting the Annual Meeting of the Million Dollar Round Table, all ordinances of the city, and wherever applicable, all rules and regulations of the Police Department of that city, and those policies and criteria which have been established by the Exhibit Hall for use of the exhibit areas designated.

APPLICATIONS AND PAYMENT PROCEDURE

The Exhibit Application and Contract contains specific instructions. Any exhibit space for which payment in full has not been received prior to set-up time will not be made available to the exhibitor. Contracts from exhibitors who have outstanding balances due MDRT, its contractors or vendors will not be processed.

MDRT MAY USE THE INFORMATION PROVIDED BY EXHIBITOR ON ITS CONTRACT AS PART OF MDRT'S MARKETING, ADVERTISING AND/OR OTHER INFORMATIONAL MATERIALS.

OBSERVANCE OF RULES AND REGULATIONS

If any Exhibitor fails to pay, when due, any sum required to be paid by the Contract, or if any Exhibitor shall fail to perform any other term or condition of the Contract or fail to observe or abide by these Rules & Regulations, MDRT reserves the right at any time, whether prior to or during the Exposition, to terminate the Contract, to withhold possession of the exhibit space specified in the Contract, and to retain any money paid by the Exhibitor to MDRT, without an obligation to provide Exhibitor a refund, except as otherwise specified.

GENERAL CHARACTER OF EXHIBITS

All exhibits shall be constructed and arranged so that they do not obstruct the general view, nor hide the exhibits of others nor detract from the aesthetic appeal of the booths near them. The Exhibitor, at its expense, is required to carpet booth space when Exposition is in an uncarpeted hall. Booths not fully carpeted two hours prior to the show opening will be carpeted at the exhibitor's expense. No exhibits will be permitted which interfere with the use of or impede access to other exhibits or impede the free use of the aisle. The Exhibitor is not permitted to remove or drape over existing show 8' backdrapery with a different color 8' backdrapery. The Exhibitor, at its expense, shall maintain and keep its exhibit space in good order. Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to the exhibitor, at the sole judgement and discretion of Show Management.

TYPES OF DISPLAYS

The Exposition is a closed show designed to provide a showcase for products and services customarily used by life insurance agents. Exhibitor shall not exhibit any product and/or service other than those described in the Contract or approved in writing by MDRT. MDRT reserves the right to refuse rental to any company whose display of goods or services is not likely to be, in the sole opinion of MDRT, compatible with the general character and objectives of the Exposition or of general interest to a substantial portion of our members. Exhibitors shall not exhibit or permit to be exhibited in their space any merchandise not a part of their own regular products or services, nor shall they exhibit any advertising material not directly pertaining to such products. All decisions of MDRT, with respect to displays, are final.

BOOTH HEIGHTS AND DEPTHS

No part of exhibitor's display may exceed 8' back-wall height unless the exhibitor has received the express written consent of MDRT. All requests for such variances must be submitted in writing specifying the variances desired.

The exterior of any display cabinet or structure facing a side aisle, or adjacent exhibitor's booth, must be finished or suitably decorated at the expense of the exhibitor erecting or installing such cabinet or structure. For example, a table 42" high, placed along a side rail, must be draped on all four sides. No side wall of an exhibit structure may extend forward more than 3' from the back wall. With curved modular exhibits, the extent of the curve on either end cannot extend forward more than 3' from back wall. If draping is deemed necessary to hide unsightly wiring or structural supports, this shall be done at expense to the Exhibitor.

STAFFING

Only those representatives registered as Exhibitors will be permitted to work in an exhibit booth. At no time during set-up, show hours, and move-out hours are children permitted in the exhibit hall. Displays are to be staffed during the inspection and at all times during open Exposition hours. Displays not staffed during said hours will be subject to removal or disposition by MDRT. All applicable service charges for such removal or disposition will be billed to and paid by the Exhibitor.

ATTIRE AND CONDUCT

Exhibitors and their representatives should be dressed to maintain the professional climate of the Exposition. Sports clothes, halter tops, etc., will not be permitted. Exhibitors and their representatives should at all times behave in a polite and professional manner.

EXHIBITOR ACCESS TO HALL

MDRT allows Exhibitors and service personnel into the hall one hour prior to the opening of the Exposition each morning and for one-half hour after the conclusion of the Exposition each evening. Any Exhibitor in the hall during pre-show and post-show hours must stay in its booth space or the access aisles and service areas in the hall.

BADGES

Badges must be worn at all times for entry into the Exhibit Area. Entry without proper credentials will not be permitted. For those who have lost or misplaced badges, replacement badges can be secured at the MDRT Exhibitor Registration Desk for a fee, provided proper identification is shown. Exchanging badges among personnel is strictly prohibited. **MDRT reserves the right to expel any person misusing his/her badge.**

INSTALLATION AND INSPECTION

All displays must be fully set up and ready for review by MDRT by the specified inspection time. Any unattended booths with crated material will be set up at the discretion of MDRT and all applicable service charges will be applied to Exhibitor. MDRT is not responsible for any damage incurred during set up.

REMOVAL OF EQUIPMENT OR MERCHANDISE DURING THE MEETING

To insure a professional climate and appearance, the Exhibitor shall not remove any of its equipment or display from the exhibition hall between the opening and closing of the Exposition without the express written consent of MDRT. There is an exception for laptop computers and other small items.

DISMANTLING AND REMOVAL OF DISPLAYS

Exhibitors shall pack and remove all displays and merchandise immediately after the close of the Exposition. All displays or materials not removed by the deadline will be disposed of by MDRT and Exhibitor shall indemnify MDRT for all losses, damages, costs and expenses MDRT incurs in disposing of such material. MDRT shall not be liable for moving any materials left after the deadline. MDRT shall charge Exhibitor for additional clean up charges MDRT incurs resulting from the Exhibitor's failure to properly clean its exhibit space at the completion of the Exposition.

DEMONSTRATIONS AND INTERVIEWS

Exhibitors must get MDRT's prior written approval for any demonstrations. Booth personnel, including demonstrators, receptionists and models are required to confine their sales activities to the Exhibitor's booth space. All activities within the booth must be conducted in such a way as not to infringe on the rights of other Exhibitors or offend visitors to the Exposition.

LIGHTING

MDRT reserves the right to restrict the use of glaring lights or objectionable lighting effects. Spotlights and floodlights must be located in such a way as not to distract or annoy others. Revolving or rotating lights may be turned on only while being demonstrated. Flashing lights used solely to draw attention to any booth are prohibited.

Additional rules and regulations based upon facility, if any, shall be provided to Exhibitor no later than 30 days prior to the first day of the Exposition and shall be made a part of this Contract. Exhibitor agrees to be bound by such additional rules and regulations.

SOUND

Exhibitors operating any amplification equipment or other sound-creating devices shall do so only at a reasonable decibel level that will not interfere with other Exhibitors, traffic within the Exposition or any discussion among people in the Exposition hall. Music shall comply with ASCAP and/or BMI licensing regulations and compliance to these regulations shall be the responsibility of the Exhibitor.

FOOD AND BEVERAGE SERVICE

Exhibitors shall comply with all applicable facility requirements with respect to food and beverage.

SMOKING

Smoking is prohibited in the Exposition hall and in all meeting rooms.

CARE OF BUILDING

Nothing shall be nailed to, posted on or otherwise attached to the columns, walls, floors, furniture, or other properties within the Exposition hall. The cost for repairing any damages to the facility shall be paid by the Exhibitor responsible for such damage.

STORAGE

Exhibitors shall comply with all local fire code and facility requirements with respect to the storage of materials. MDRT shall

provide a copy of such requirements to Exhibitor no later than 30 days prior to the first day of the Exposition and such requirements shall be made a part of this contract.

FIRE REGULATIONS

All displays shall be flameproofed. Exhibitors are required to have in their possession a flameproof certificate which certifies that its booth has passed a flameproof test and shall be prepared to show such certificate to the Fire Marshal at his/her request. Electrical signs and equipment must be wired to meet the specifications of the local fire code. Additional fire safety regulations will be included in the Exhibitor Information and Service Kit and shall be made part of this contract.

AMERICANS WITH DISABILITIES ACT (ADA)

Exhibitor agrees to comply with all applicable provisions of the ADA and shall indemnify MDRT, its officers, directors, members and agents for Exhibitor's failure to comply with the ADA provisions.

TAX AND LICENSING REQUIREMENTS

It is the responsibility of each Exhibitor to comply with all applicable local, state and federal tax and/or licensing requirements as they may pertain to each Exhibitor in connection with the Exposition.

LIABILITY: INDEMNIFICATION AND INSURANCE

Exhibitor shall be liable for any and all claims, demands, liabilities, losses, damages, costs or expenses of whatever kind or nature resulting from, arising out of, or in any way connected with Exhibitor's participation in the Exposition. Exhibitor agrees to indemnify, protect and hold harmless MDRT and its officers, directors, employees, agents and members, facility and Corcoran Expositions, Inc. from and against any and all claims, demands, liabilities, losses, damages, costs or expenses, including reasonable attorneys' fees, resulting from, arising out of, or in any way connected with Exhibitor's participation in the Exposition; provided, however, that the foregoing shall not apply to any claim, demand, liability, loss, damage, cost or expense caused by the gross negligence or willful or wanton misconduct of any officer or employee of MDRT, the facility or Corcoran Expositions, Inc.

Exhibitor shall secure and maintain, during the entire Exposition, a policy of general public liability insurance against claims for personal injury, death or property damage resulting from, arising out of, or in any way connected with Exhibitor's participation in the Exposition. The policy shall name MDRT as an additional insured. The limits of liability of such policy shall not be less than \$1 million combined single limit covering bodily injury and/or property damage in any one occurrence. The policy shall provide that it will not be cancelled or materially altered prior to the termination of the Exposition unless MDRT has been given at least thirty (30) days written notice of such cancellation or alteration. Exhibitor shall provide MDRT with a certificate of insurance no later than 30 days prior to first day of the Exposition.

SECURITY

Security guards will be furnished, but the furnishing thereof shall not make MDRT or the facility responsible for any loss, damage or injury. All property of the Exhibitor is understood to remain under Exhibitor's custody and control, whether in transit to, at, or from the facility. Exhibitors are responsible for safeguarding their goods, materials, equipment and exhibit at all times. Exhibitors are advised to carry insurance to cover exhibit material against damage and loss.

ENDORSEMENTS

The MDRT does not approve, endorse or recommend the use of any specific commercial product or service except by express written approval by its Executive Committee. The Exhibitor shall not imply verbally, in printed literature or otherwise that Exhibitor's products or services are approved, endorsed or recommended by the MDRT. No material can be printed using the name Million Dollar Round Table or MDRT so that it implies authorship or endorsement by MDRT.

SOLICITATION/RECRUITING

No solicitation of products/services shall be made outside of Exhibitor's booth space. In the event someone from Exhibitor's organization is speaking during MDRT's Annual Meeting, it is vital that such person be made aware that no reference of any kind can be made during his or her presentation regarding the products/services available at the booth or that he or she has a booth. Recruiting or attempted recruiting of personnel or agents is not permitted during the Exposition. Exhibitor shall not use any MDRT membership list or MDRT Exhibitor listing for solicitation purposes without the express written consent of MDRT.

HOSPITALITY SUITES/SOCIAL EVENTS

Exhibitors shall not rent hospitality suites, host a social event, and/or promote its products/services outside of exhibit area at any time during the MDRT Annual Meeting without prior written consent of MDRT's Executive Committee.

SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting its exhibit space or any part of the space allotted to it except upon written permission from MDRT. This precludes substituting another division or subsidiary of Exhibitor without written permission of MDRT.

RELEASE OF SPACE

MDRT shall not release to Exhibitor any exhibit space until all conditions set forth in these Rules & Regulations are complied with.

OFFICIAL GENERAL CONTRACTOR

Exhibitors will make all necessary arrangements with the official general contractor for assembly and set up of the display as set forth in the Exhibitor Information and Service Kit. No contractor shall be used in violation of these rules. MDRT assumes no liability for work performed by contractors.

EXHIBITOR APPOINTED CONTRACTORS

Contractors employed by Exhibitors, other than the MDRT official contractors, must notify MDRT and its official contractor in writing 30 days in advance. In addition, MDRT requires a certificate of insurance be sent to its headquarters, with MDRT named as additional insured, for all outside firms used. Also, the Exposition facility may have its own rules and regulations regarding third party personnel. Exhibitors shall comply with all applicable facility requirements. Failure to comply with the above will require exclusive use of MDRT's official contractor. Third party personnel must check with the Exhibitor Service Counter upon their arrival. Upon verification, official service badges will be issued, allowing access to the exhibit area during service installation and dismantling hours only. No contractor shall be used in violation of these rules. MDRT assumes no liability for work performed.

EXHIBITOR INFORMATION AND SERVICE KIT

Prior to the Exposition, MDRT will provide each Exhibitor with production information, shipping instructions and order forms for services needed for setup, exhibiting and dismantling.

REGISTRATION AND HOTEL RESERVATION FORMS

Forms for registering your personnel and for requesting hotel accommodations will be provided. Each Exhibitor is entitled to register three (3) representatives for each 10 ft. x 10 ft. booth purchased. Exhibitors will be charged an additional fee per registrant for booth personnel in excess of these numbers. **Exhibitors who are current members of the MDRT must also register and pay the applicable member fees to attend the Annual Meeting.** All registration forms must be received by MDRT by the date specified on the form.

EXHIBITORS: MDRT MEMBER

All MDRT members must register to attend the Annual Meeting, pay the specified member registration fee and comply with the guidelines of the Annual Meeting Rules of Conduct. MDRT members must wear their annual meeting registrant badges when outside of the exhibit area.

RESERVATION OF RIGHT TO CHANGES

MDRT reserves the right to make such changes, amendments and additions to these Exhibition Rules & Regulations and floor plans as MDRT considers advisable or necessary for the proper conduct of the Exposition, and all Exhibitors affected by such changes, amendments and additions will be advised of such changes, amendments and additions. Exhibitors agree to comply with all subsequent Rules & Regulations adopted by MDRT. MDRT disclaims the accuracy of the floor plans for the Exposition.

SHOW CANCELLATION

In the event of cancellation of all or part of the Exposition due to fire, earthquake, flood, epidemic, strikes, governmental regulation or other causes beyond MDRT's control, MDRT shall not be held liable for failure to hold the Exposition as scheduled and MDRT shall, in its sole discretion, determine the amount, if any, of exhibit fees to be refunded. All decisions regarding compliance with these Exhibitor Rules & Regulations shall be determined by MDRT in its sole and absolute discretion.

OTHER REGULATIONS

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS. PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

Signature

Date