

2009
Exhibit for Nanoelectronic Devices for Defense & Security
(NANO-DDS)

Location
Bahia Mar Beach Resort & Yachting Center
801 Seabreeze Boulevard, Fort Lauderdale, FL 33316
September 28-October 2, 2009

EXHIBITION MANAGER: Electronic Device & Systems for Defense & Security Association (EDSDS)
10 Bedford Dr., Basking Ridge, NJ 07920
POC: Dr. Hong Liang Cui; **TEL:** 440-263-1038; **EMAIL:** admin@nano-dds.com

Exhibit Agreement

The organization or business designated below has made a formal application and payment for exhibit space and participation at the 2009 NANO-DDS to be held at the Bahia Mar Beach Resort & Yachting Center, Fort Lauderdale, FL. (Commodore Ballroom Foyer/Stateroom A & E).

Contract term: Monday 6:00pm on September 28, 2009 until Friday 1:00 pm on October 2, 2009.

Exhibiting Company: _____

Headquarters City, State, Country: _____

Exhibiting Company Point-of-Contact Information:

Name: _____ **Telephone:** _____

Full Street Address: _____

City: _____ **State:** _____ **ZIP:** _____

Country: _____ **URL(website address):** _____

Contact Email: _____

Exhibition Booth Information:

Number of booth spaces requested: _____ **Total Payment @ \$2000/booth:** _____

Booth Number(s)requested: _____

of Registrations desired (maximum 2): _____ **Total Payment @ \$300/exhibitor:** _____

Exhibitor Agreement Information:

The 2009 NANO-DDS Exhibit has been organized to enhance the general technical goals of the 2009 NANO-DDS Workshop by promoting new interactions between scientists and technologists from university and government laboratories and their counterparts from industry that have new or evolving technology that will be useful in advancing the state-of-the-art Nanoelectronic Devices for Defense & Security.

Based upon your previously submitted “Exhibitor Application” and “advance payment” you have been formally registered for exhibitor space as described on page one of this agreement document. The following itemization describes all the formal terms of this agreement:

I. Exhibition Services

EDSDS agrees to organize and execute the 2009 NANO-DDS Exhibit in reasonable accordance with the conditions described in the attached “NANO-DDS-Exhibitor-INFO.pdf” file. Note that reasonable as defined here means that ESDSDS will not deviate substantially from the exhibition floor layout; booth space size, location and support items; or the planned promotional activities. However, ESDSDS reserves the right to make minor adjustments to all these itemized conditions as might be dictated by unforeseen and uncontrollable future events and circumstances and to consolidate the general layout of the exhibit according to total exhibitor attendance. For example, ESDSDS might be forced to rearrange the exact location of your booth within the same room but would not consider it reasonable to relocate your booth space to an entirely different area without an acceptance on the part of the exhibitor.

II. Exhibition Regulations

Exhibitor Participation – The exhibitor agrees that each member of their exhibition team that is in attendance at the exhibit, and that is not registered as an attendee of the 2009 NANO-DDS meeting, will be required to pay an exhibitor registration of \$300.00 to compensate for food served at breaks and poster sessions provided to all during the week of the Conference/Exhibition. This registration fee (limit 2) provides access to the NANO-DDS meeting and accompanying handout materials & proceedings of the Conference. Additional NANO-DDS registrations (>2) must be done separately through the following website: www.nano-dds.com at the prevailing \$550.00 Conference rate.

Subleasing of Space – The Exhibitor agrees not to sublet their space, nor any part thereof, or make any arrangements for display by a non-exhibiting organization without the permission of ESDSDS.

Booth Design – The exhibition does not specify any formal format for booth designs. However, no portion of an exhibit may obstruct the view or interfere with the privileges of other exhibitors and it may not extend beyond the designated booth space. Furthermore, exhibits may not contain objectionable material or content (as specified by local ordinances and municipal codes). ESDSDS reserves the right to inspect the quality and content of each booth prior to opening each day.

Fire, Safety and Health - The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations regarding safety, fire and health. All exhibit equipment and

materials must be located within the prescribed booth area. No combustible material will be stored in or around the exhibit space and the exhibitor must take all necessary fire and safety precautions.

Delivery and Removal of Exhibits – The following rules regarding delivery and removal of exhibits must be strictly followed. Display space will be available for pre-exhibition set-up from 6:00 pm to 9:00 pm on Monday, September 28th, 2009 in Exhibitor Halls designated Commodore Ballroom Stateroom A & E and Foyer at the Bahia Mar Beach Resort & Yachting Center. Note, exhibitors will be allowed to set-up exhibits after the start of the exhibition, but if they choose to set-up late, they must conduct all post-exposition set-up activities after 9:00 pm or before 7:00 am, as to not interfere with ongoing Conference technical sessions. Exhibitors must gain approval and schedule all late set-ups with an EDSDS representative at the meeting site.

Exhibits will remain in place until 1:00 pm, Friday, October 2, 2009, when dismantling of exhibits will be allowed from 1:00 pm to 5:00 pm. Early dismantle or removal of exhibit materials is highly discouraged, and requires formal approval from the EDSDS Representative. Early Exhibit removal can take place between the hours of 9:00 pm Thursday October 1 and 7:00 am Friday October 2, 2009, so as not to disturb scheduled NANO-DDS presentations. EDSDS reserves the right to suspend any dismantling activities that interfere with the NANO-DDS activities. Exhibits must be removed completely by 5:00 pm on October 2, 2009.

Sound Devices and Lighting – Public address and amplified sound-producing devices are not allowed at the exhibition. Attention-getting lighting is allowed but must not infringe on another exhibitors display. EDSDS reserves the right to restrict the use of glaring lights or objectionable lighting effects.

Power Requirements – All special power requirements/purchases (i.e. beyond what can be expected from a single 120V outlet) should be directed to the Bahia Mar Beach Resort. Contact: Suzanne Goldstein, phone: 954-764-2233, email: sgoldstein2@luxuryresorts.com . Exhibitors are responsible for all excess power usage fees.

Storage – If storage space is needed by exhibitors it must be arranged directly with the Bahia Mar Beach Resort with their representative, Suzanne Goldstein (see info above).

Security – Neither EDSDS or the Bahia Mar Beach Resort & Yachting Center will be providing formal security other than securing the doors of the meeting rooms at night. In the event that your booth location is outside of the Commodore Ballroom Complex, no liability is assumed by EDSDS. Therefore, no warranties, expressed or implied, are made that the services provided will avert or prevent the occurrences which may result in loss or damage.

Liability – EDSDS and the Bahia Mar Beach Resort & Yachting Center will not be liable for loss or damage to the property of the exhibitors or their representatives or employees from theft, fire, accident, or other causes. EDSDS and the Hilton Bahia Mar Beach Resort & Yachting Center will not be liable for injury to the exhibitors or their employees for damage to property in their custody, owned or controlled by them, which claims for damage, injury, etc. may be incident to or arise from, or be any way connected with their use or occupation of display space, and exhibitors will indemnify and hold harmless against such claims.

The exhibitor assumes all liability for any damages to the facility's floor, walls, lighting fixtures, etc., as a result of exhibitor negligence. The exhibitor will abide by and observe all local laws, rules, regulations or ordinances of any government authority of the contracted facility.

The exhibitor will hold EDSDS and the Bahia Mar Beach Resort & Yachting Center harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring within the venue or property adjacent thereto occasioned by any act, neglect, or wrongdoing of the exhibitor or any officer, agents, representatives, guests, or employees, invitees, or other persons permitted by the exhibitor upon the premises, and the exhibitor will at its own cost and expense defend and protect EDSDS and the Bahia Mar Beach Resort & Yachting Center against any and all claims or demands.

Show Management – The exhibition is organized and managed by EDSDS. Any matters not covered in this prospectus are subject to the interpretation of EDSDS and all exhibitors must comply with its decisions. Exhibitors must comply with the venue's policies and procedures.

Trademarks – EDSDS and the Bahia Mar Beach Resort & Yachting Center will be held harmless for any trademark, trade name, copyright or patent infringement on any printed materials belonging to or distributed by any exhibitor.

Conduct – All exhibits will be to serve the interest of the NANO-DDS conference attendees, and will be operated in a way that will not detract from other exhibits or the conference as a whole. EDSDS reserves the right to refuse to admit and eject from the event any objectionable or undesirable person or persons. No photographing of exhibitor's display will be allowed without the permission of the exhibitor.

Solicitation of Exhibitors – No persons will be permitted in the exhibit hall for the purpose of soliciting advertising or other exhibit space without the express written permission of EDSDS.

Insurance – The Exhibitor expressly releases EDSDS from, and agrees to indemnify same against, any and all claims for loss, damage and injury. Exhibitors desiring to carry insurance on their exhibits will place it at their own expense.

III. Terms of Acceptance & Termination

This Exhibit Agreement represents a formal contract between EDSDS and the Exhibitor with the following terms of acceptance and termination:

Acceptance Articles

(A) The Exhibitor acknowledges the payment of the booth-space and registration fees cited in this agreement as an acceptance of EDSDS's offer to provide the services as described herein. In turn, EDSDS agrees to provide said services in accordance with this same description and conditions.

(B) The Exhibitor acknowledges that a failure on their part to occupy the booth-space does not relieve them of the obligation of paying for the reserved booth-space and registration fees, and it will not necessarily entitle them to a refund unless one or more of the conditions of termination are in effect – see next section.

Termination Articles

(A) The Exhibitor acknowledges the right of ESDSDS to terminate the Exposition if: (1) the premises where the event is to be housed are destroyed or damaged, or (2) if the Exposition fails to take place as scheduled, or is relocated or interrupted and discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, emergency declared by any government agency, or for any other reason. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability of ESDSDS shall be to return to each Exhibitor the Exhibitor's booth-space and registration payment, minus a \$50.00 processing fee.

(A) ESDSDS acknowledges the right of the Exhibitor to request a cancellation of their participation through written notification on or before August 15th, 2009. In the event of such a cancellation request from the Exhibitor, ESDSDS acknowledges an obligation on its part to make a diligent effort in identifying and securing a replacement for their pre-paid exhibition booth-space and registration fees. In the event ESDSDS is able to engage in a contract with a replacement participant then the original Exhibitor will qualify for a refund in an amount up to the booth-space and registration fees paid by the new Exhibitor, minus a \$50.00 processing fee.

IV. Exhibitor & Exhibition Organizer Acceptance

The undersigned, as a duly authorized representative, and on the behalf of the organization named above, agree to all the terms and conditions, authorization, and covenants contained in this Exhibit Agreement

Signature of Exhibitor Representative

Date

The undersigned, as a duly authorized representative, and on the behalf of ESDSDS, agree to all the terms and conditions, authorization, and covenants contained in this Exhibit Agreement

Signature of ESDSDS Representative

Date

(1) Please FAX an advance copy of this signed exhibit agreement to: (302)258-0521

Dr. Hong Liang Cui EMAIL: admin@nano-dds.com

(2) Mail form and check to:

Electronic Device & Systems for Defense & Security Association (ESDSDS)
Attn: Dr. Greg Recine
83 Sylvan Street
Rutherford, NJ 07070-2138