INNOVATION + INTELLIGENCE + PASSION

INTERPHEX™

March 18-20, 2014
Jacob K. Javits
Convention Center
New York, NY

APPLICATION & LICENSE AGREEMENT FOR EXHIBITION PARTICIPATION

SHOW MANAGEMENT USE ONLY

PRIORITY NO: _____
CUSTOMER NO: _____
ORDER NO: _____
2013 BOOTH NO: _____
2013 DIMENSIONS: _____
2014 BOOTH NO: _____
2014 DIMENSIONS: _____

COMPANY _____
DIVISION _____
STREET _____
CITY _____
STATE _____ ZIP _____
COUNTRY _____
CONTACT _____ TITLE _____
E-MAIL _____ WEB SITE _____

Segment: _____ **MANUFACTURING / PACKAGING** _____ **SOURCING & SERVICES**
_____ **AUTOMATION** _____ **FACILITIES**

Preferred Dimensions: **BOOTH Preferences:** 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

DEPTH _____ X FRONTAGE _____ = TOTAL SQUARE FEET _____

Booth Service Packages:

- ☐ Basic Package _____ sq. ft. = _____
- ☐ Over the Counter Package _____ sq. ft. = _____
- ☐ Prescription Package _____ sq. ft. = _____
- ☐ Space Only Package _____ sq. ft. = _____
- ☐ Scale up Package _____ sq. ft. = _____

PACKAGE/BOOTH COST	$ _____
CORNER CHARGE	$ _____
TOTAL COST	$ _____
DEPOSIT	$ < >
BALANCE DUE	$ _____

*** NOTE : Each exhibitor is allowed a FREE listing (up to 350 characters including spaces) in the Official Show Directory & Buyers Guide. If possible, we do not want to be located adjacent to or directly across from these competitors:**

☐ Check here if OK to use previous year's artwork

Please make check payable in U.S. funds and mail to:
INTERPHEX 2014
c/o Reed Exhibitions
P.O. Box 7247-7585
Philadelphia, PA 19170-7585
Tel: (203) 840-5447; Fax: (203) 840-5805

REED ELSEVIER INC. TAX ID # 52-1471842

A payment must be returned along with this signed Application & License Agreement. If exhibit space is licensed after any of the listed dates, the amount corresponding to the most recently passed date is due at this time to secure participation.

***If 25% deposit is not received by June 3, 2013, the pre-selection rate will increase to the post selection rate.**

PAYMENT SCHEDULE:

With Application	25%
On or after July 1, 2013	50%
Due by November 1, 2013	100%

ADDITIONAL COMPANY CONTACTS:

MARKETING
NAME: _____
EMAIL: _____
PHONE #: _____
TITLE _____

PRESS
NAME: _____
EMAIL: _____
PHONE #: _____
TITLE _____

SALES
NAME: _____
EMAIL: _____
PHONE #: _____
TITLE _____

Cancellation, Withdrawal, Downsizing and Default Schedule for Liquidated Damages

		CANCEL/WITHDRAW (% of Total License Fee)	DOWNSIZE (% of Total License Fee Differential)
PRIOR TO	July 1, 2013	25%	25%
ON OR AFTER UP TO	July 1, 2013 November 1, 2013	50%	50%
ON OR AFTER	Novemberr 1, 2013	100%	100%

FOR SHOW MANAGEMENT USE ONLY

Company agrees to pay, therefore, the sum of $ _____ for display in Booth Number _____ of _____ sq. ft

Show Management: _____ Date _____

Deposit Amount _____ Check / Credit # _____ Approved by: _____

The person(s) signing this document expressly represents and warrants to Management that he or she is authorized by Company to execute this License Agreement. The person(s) also acknowledges that he or she has read and accepted the rules and regulations as set forth on Pages 2 & 3 of this License Agreement and that he or she has received, read and fully understands the description of the

NAME (Please Print) _____ SIGNATURE _____

TITLE _____ BUSINESS PHONE: _____ FAX: _____

E-MAIL ADDRESS _____ WEB SITE ADDRESS _____ DATE _____

LICENSE AGREEMENT-EXHIBITION RULES AND REGULATIONS

The company, its employees and agents, as described on page one, is herein after referred to as Exhibitor, and Reed Exhibitions, a division of Reed Elsevier Inc. (and its officers, agents and employees) is herein after referred to as Management. Exhibitor agrees to prepare an exhibit of its products, as described on page one, in accordance with these rules. Exhibitor must have paid in full before Exhibitor will be permitted to install its display. The actual occupancy of the space taken by Exhibitor is of the essence of this License. If Exhibitor does not occupy such space, Management is authorized to occupy such space or to cause such space to be occupied as Management deems in the best interest of the Exhibition without in any way releasing Exhibitor from any liability hereunder. Management reserves the right to relocate Exhibitor to space other than specified on page one. It is further agreed that the conditions, rules and regulations printed on this License or any attachments hereto, and in the exhibitors' manual, as any of such may be amended from time to time, are made a part hereof as though fully incorporated herein, and Exhibitor agrees to be bound by such. All payments are non-refundable in the event Exhibitor cancels, withdraws, downsizes, defaults, or is not present for the Exhibition. Carefully read the "Cancellation, Withdrawal, Downsizing and Default Policy" to ensure you fully understand your rights and financial obligations. This Policy will be strictly enforced. A non-refundable payment in accordance with Payment Schedule is required upon Exhibitor's return to Management of this License, in order to reserve a booth.

Cancellation, Withdrawal, Downsizing and Default Policy. In the event Exhibitor seeks to cancel this License, withdraw from the Exhibition, or downsize its space requirements for the Exhibition, Exhibitor may only do so by giving written notice to Management, by certified mail, return receipt requested. The date of cancellation, withdrawal or downsize in space as applicable shall be the post mark date on the notice.

If Exhibitor cancels, withdraws, or downsizes space requirements, Exhibitor agrees to pay on demand to Management, the amounts set forth on page one, as applicable, as liquidated damages and not as a penalty, and the parties agree that such amounts constitute a reasonable provision for liquidated damages. The term "Total License Fee Differential" set forth on page one, means the difference between the original license fee due from Exhibitor hereinunder and the license fee calculated on the basis of the smaller booth assigned to Exhibitor. In case of downsizing, in addition to the assessed liquidated damages, Exhibitor's booth location on the floorplan of the Exhibition may be moved.

In the event Exhibitor defaults in any of its obligations under this License, in addition to having the right to direct Exhibitor to vacate the Exhibition hall, Management shall have the right to collect from Exhibitor on demand the full amount of the License fees payable to Management as of the date of default, as well as the right to pursue any other remedy afforded it by law.

1. Eligible Exhibits. Exhibits will be limited to those companies or other entities offering materials, products, or services of specific interest to registrants. Management reserves the right to determine the eligibility of any product for display. Exhibiting manufacturer's representatives and/or distributors must list its participating principals as the exhibitors of record. Only the sign of Exhibitor may be placed on the booth or in the printed list of exhibitors of the Exhibition. No exhibitors or advertising will be allowed to extend beyond the space allotted to Exhibitor, or above the back and side rails of such space. Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely by strict compliance with these rules. Management reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or any of Exhibitor's representatives upon Management's good faith determination that the same is not in accordance with these rules and regulations.

2. Limitation of Liability. Exhibitor agrees to indemnify and hold harmless Management and the sponsor, owner, exhibition hall facility, and city in which this Exhibition is being held, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, reasonable legal fees) and charges of every kind arising out of or resulting from its execution of this License or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items brought to the Exhibition are displayed at Exhibitor's own risk, and should be safeguarded at all times. Management will provide the services of a reputable protective agency during the period of installation, show, and dismantling, and Exhibitor agrees that the provision of such services constitutes adequate discharge of all obligations of Management to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense, only with prior approval by Management. Exhibitor agrees that Management shall not be liable in the event of any errors or omissions in Exhibitor's Official Directory listings or in any promotional material. Management makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.

3. Default. If Exhibitor's booth is not occupied by the time set for completion of installation of displays, such space may be possessed by Management for any purpose it may see fit. If Exhibitor breaches any of its obligations or covenants under this License, including without limitation any Exhibition rule or regulation promulgated pursuant to this License, Management may, without notice, terminate this License. In the event of such default, Management may thereupon direct Exhibitor forthwith to remove its employees, agents or servants, and all of its articles of merchandise and other personal property from the space licensed and from the Exhibition Hall. Also, refer to "Cancellation, Withdrawal, Reduction, Downsizing and Default Policy " of this License for liquidated damages.

4. Sub-licensing/ Booth Usage. Exhibitor shall not sub-license, assign or otherwise permit any person to occupy, Exhibitor's booth, or any part thereof, or use the booth for the exhibition of anything not specified in this License. Exhibitor may not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration or operation of Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. Exhibitor may not permit non-exhibiting companies' representatives to conduct business in its booth. Exhibits must solely be used for the purpose of promoting Exhibitor's products or services and shall not be used for other business purposes. Rulings of the Management in its sole discretion shall in all instances be final with regard to use of any exhibit space.

5. Damage to Property. Exhibitor is liable for any damage caused to building floors, walls or columns, or to standard booth equipment, or to other exhibitors' property. Exhibitor may not apply paint, lacquer, adhesives, or other coating to building columns and floors or to standard booth equipment.

6. Union Labor. Exhibitor shall employ only union labor, as made available by official contractors in the installation and dismantling of its exhibit, and in its operation when required by union agreements. An exhibitor planning to build special displays shall employ union display companies in their fabrication, carpentry and electrical work in such displays which must bear A.F.L.-C.I.O. union labels.

7. Special Services. Electricity, gas, water, and other utilities, as well as other special services needed by individual exhibitors, are provided only when the exhibitor orders and agrees to pay for them directly to the persons authorized to supply such services in conformity with city, insurance and other requirements.

8. Booth Representatives. Booth representatives shall be restricted to Exhibitor's employees and their authorized representatives. Booth representatives shall at all times wear badge identification furnished by Management. Management may at any time limit the number of booth representatives. All booths must be staffed by Exhibitor during all hours the show is open.

9. Electrical Safety. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition.

10. Safety and Fire Laws. All applicable fire and safety laws and regulations must be strictly observed by Exhibitor. Cloth decorations must be flameproof. Wiring must comply with local Fire Department and Underwriters' Rules. Smoking in exhibits is forbidden. Crowding will be restricted and aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind exhibits is provided or permitted.

11. Performance of Music. Exhibitor acknowledges that any live or recorded performances of music by or one behalf of Exhibitor at the Exhibition must be licensed from the appropriate copyright owner or its agent. Exhibitor warrants to Management that it will take full responsibility for obtaining any necessary licenses to play or perform such music and agrees to defend, indemnify and hold harmless Management from any damages or expenses incurred by Management due to Exhibitor's use or authorization of use of such music.

12. Lotteries/Contests. The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and upon prior written approval from Management.

13. Personnel and Attire. Management reserves the right to determine whether the character and/or attire of booth personnel is acceptable and in keeping with the best interests of other exhibitors and the Exhibition.Further, Exhibitor expressly agrees that it will not, nor will its employees or representatives conduct official exhibitor functions in private rooms during business hours of the Exhibition.

14. Decoration. Management shall have full discretion and authority in the placement, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, rearrangement, or redecorating of any item or of any booth, and no liability shall attach to Management for costs that Exhibitor may incur thereby. An Exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished so as not to be unsightly to exhibitors in adjoining booths (no logos, no graphics). If such surfaces remain unfinished at 3:00 p.m. of the day before the opening day of the Exhibition, Management shall authorize the official decorator to effect the necessary finishing, and Exhibitor must pay all charges involved thereby. In addition, if Exhibitor has not started setting up any of its displays by 3:00 p.m. of the day before the opening day of the Exhibition, Management reserves the right to have such displays installed at Exhibitor's expense. All exhibits shall be ready by the opening hour of the Exhibition. Management will not allow any noise or moving of exhibits after this time. No exhibit may be built or erected to exceed the height limitations as set forth in the Exhibitors' Manual. Any Exhibitor whose booth exceeds the height limitation will be required at its own expense to alter the display in order to conform with those regulations.

15. Obstruction of Aisles or Booths. Any demonstration or activity that results in obstruction of aisles or prevents ready access to nearby exhibitors' booths shall be suspended for any periods specified by Management.

16. Termination of Exhibition. In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Exhibition or the performance of Management under the License, of which these rules and regulations are a part), are substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, this License and/or the Exhibition (or any part thereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates this License and/or the Exhibition (or any part thereof) as aforesaid, then Management may retain such part of Exhibitor's License fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party. For purposes hereof, the phrase "cause or causes not reasonably with the control of Management" shall include, but not be limited to: fire; casualty; flood; epidemic; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, State or Federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God.

17. Resolution of Disputes. In the event of a dispute or disagreement between Exhibitor and an official contractor, or between Exhibitor and a Labor Union or Labor Union Representative, or between two or more exhibitors, all interpretations of the rules governing the Exhibition, actions, or decisions concerning this dispute or disagreement by Management intended to resolve the dispute or disagreement shall be binding on Exhibitor.

LICENSE AGREEMENT-EXHIBITION RULES AND REGULATIONS

18. Receipt of Goods and Exhibits. All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.

19. Care and Removal of Exhibits. Management will maintain the cleanliness of all aisles. Exhibitor must, at its own expense, keep exhibits clean and in good order. All exhibits must remain fully intact until the Exhibition has officially ended. Disturbing or tearing down an exhibit prior to the official closing hour of the Exhibition can result in a refusal by Management to accept or process exhibit space applications for subsequent exhibitions. Exhibits must be removed from the building by the time specified in the Exhibitors' Manual. In the event Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the exhibit in a storage warehouse subject to Exhibitor's disposition or to make such other disposition of the exhibit as it may deem desirable without any liability to Management.

20. Photography. The photographic rights for the Exhibition are reserved to Management, and photography in the Exhibition required by Exhibitors can be carried out at moderate charges by the Official Photographers (as designated by Management) if desired. Exhibitors wishing to make their own arrangements for the photographing of their exhibit must apply to Management, whose permission shall not be unreasonably withheld.

21. Insurance. Exhibitor is advised to see that its regular company insurance includes extraterritorial coverage, and that it has its own theft, public liability, and property damage insurance.

22. Losses. Management shall bear no responsibility for damage to Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If its exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. Exhibitor is advised to ensure against these risks.

23. Amendment to Rules. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. The Management shall have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations.

24. License Acceptance. Deposit of your check does not constitute acceptance of this License. This License shall not be binding until accepted by Management.

25. This License is non-assignable by Exhibitor. Any attempted assignment of this License shall be null and void and shall constitute a breach, resulting in cancellation.

26. Interest and Collection Fees: Exhibitor agrees to pay interest at a rate of 1% per month (12% per annum), or the maximum allowable by law, on all past due balances to Management. Exhibitor further agrees to pay any collection costs, including but not limited to, court costs, collection fees, and attorney's fees.

27. Integration of License: This License contains the entire agreement between Management and Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorized representative of the party against whom enforcement of any waiver or modification is sought will be enforceable.

28. Forum Selection Clause: This agreement is deemed to be entered into in the State of Connecticut and governed by the laws of the State of Connecticut. Exhibitor consents to the jurisdiction of the courts of the State of Connecticut for the resolution of any and all disputes and claims arising out of this License. Management, however, shall not be obligated to enforce its rights in the State of Connecticut, and instead, may enforce its rights in any other proper jurisdiction. Exhibitor waives any claims as to lack of personal or subject matter jurisdiction and agrees that it is subject to the jurisdiction of the State of Connecticut.

29. Hotel Suites. Operation of hotel suites for sales or entertainment purposes is strictly prohibited during the open hours of exhibition.

30. Sound Level. Mechanical or electrical devices which produce sound must be operated so as not to disturb other exhibitors. Management reserves the right to determine the placement and acceptable sound level of all such devices.

31. Offset. Management shall have the right to set off against any amount which may be due to Management from Exhibitor, pursuant to this License or otherwise in connection with the Exhibition, any amounts owed to Management or its affiliates by Exhibitor or its affiliates for any reason. In addition, Management shall have the right to apply any amounts received from Exhibitor under this Agreement to any other amounts due to Management from Exhibitor or its affiliates.

32. Admission. Admission is open to adults affiliated with the industry served by the Exhibition. No persons under 18 years of age will be admitted to any trade exhibition. Management shall have sole control over admission policies at all times. However, consumer (public) shows will have no age restrictions.

33. Exhibitor Conduct. Retail sales are absolutely prohibited during the Exhibition. Infraction of this rule will result in Exhibitor's booth being repossessed by Management. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotion activities must be conducted by Exhibitor only from within its booth. The distribution of any articles that interferes with the activities of, or obstructs access to, neighboring booths, or that obstructs aisles, is prohibited. No article containing any product other than the product or materials made or processed or used by Exhibitor in its product or service may be distributed except by written permission of Management. In no event shall Exhibitor use its booth to promote any other exhibition or conference. However, consumer (public) shows will not be subjected to this restriction. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other exhibitor or any visitor which, in the opinion of Management, interferes with the right of others or exposes them to annoyance or danger, may in its sole discretion be prohibited by Management.

34. All advertisements with signed insertion orders are non-cancelable and non-refundable. In the event of cancellation, Exhibitor shall be responsible for full payment. Management reserves the right to reallocate such advertising space at its discretion. All advertisements are subject to approval by Management. Management has the right to offer new products or positions throughout the show cycle that may not be listed on this License Agreement.

35. The Booth Service Package is being provided as a service to the exhibitor. Any property that is purchased or leased in order to provide such service is merely incidental to the rendering of such service to the exhibitor. Thus, the provider of the service will incur all applicable sales and use taxes on such property when purchased or leased.

36. Management shall, at its sole discretion, be entitled to change the dates and/or the venue for the Exhibition upon written notice to the Exhibitor. Management shall not be liable for any costs, damages, fees or expenses of Exhibitor as a result of such changes in the Exhibition schedule or location. Additionally, Management reserves the right to relocate Exhibitor to a space within the Exhibition facility other than the space specified on page one. Management shall be entitled to retain any portion of Exhibitor's License fee paid to date and said amount shall be applied to the Exhibition as though no change in dates or venue had occurred. Any remaining payments from Exhibitor shall be due in accordance with the agreed upon payment schedule for the Exhibition. In the event that Exhibitor should cancel participation, due to a change in date, venue or space assignment by RX, Exhibitor would be subject to liquidated damages as set forth above.