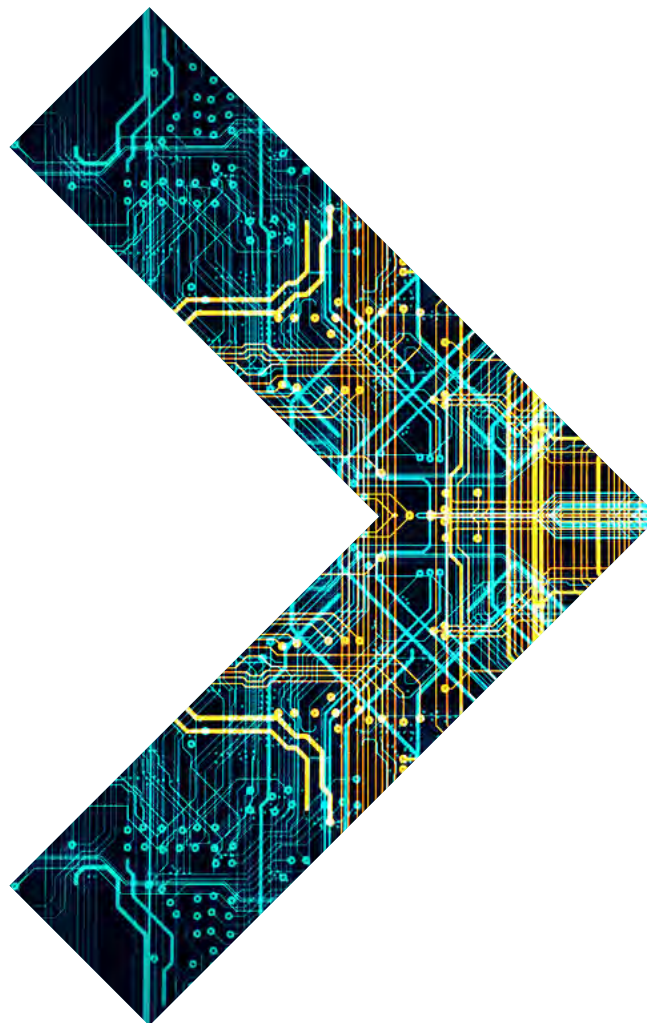




InsurTech LTC Conference

Shaping the Future of Aging

Exhibitor Agreement



IN COLLABORATION WITH



May 29–31, 2019
National Harbor, MD

Gaylord National Hotel
and Convention Center

Exhibitor Agreement

The following Exhibitor Agreement must be signed and returned to Denise Eiring at deiring@soa.org.

All Exhibitors participating in the SOA InsurTech LTC Conference (“Exhibit”) are subject to this Agreement and should review this material thoroughly before signing. Questions regarding this Agreement should be directed to the SOA, Attn: Senior Meeting & Exhibit Planner, 847-706-3516.

- 1. Exhibition Objectives:** The InsurTech LTC Conference Exhibit is the property of and produced for the Society of Actuaries (“SOA”), in cooperation with Maddock Douglas. Its purpose is to provide educational, up-to-date information on cutting-edge developments in the delivery of accessible, appropriate and affordable long-term care services to meet the demands of an aging society. Attendance is limited to the Fellows, Associates and invited guests of the Society of Actuaries and is not open to the public. Exhibitors are encouraged to offer information that is educational, professional and instructional. Selling or taking orders for goods and services will be permitted in the exhibition hall provided that such business is conducted in an appropriate and professional manner. Hard sell or pressure tactics will not be tolerated.
- 2. Participation/Character of Exhibitors:** Only one company’s products or services may be shown for each 100 square feet of exhibit space occupied. Only the company’s name will appear on the booth signage and only that company’s product/service descriptions will be listed in the Online Exhibit listing or mobile app. A distributor or dealer who handles a manufacturer’s products on an exclusive basis in the United States and/or Canada will be permitted to exhibit under his own name if certain conditions are met. Such dealers or distributors interested in exhibiting should contact the SOA directly for more information. All display material will be limited to products, equipment or services that have application to the actuarial profession. The SOA reserves the right to refuse space to any applicant who, in the opinion of the SOA, deals in products, equipment or services unrelated to the actuarial profession or its industries or who is unlikely to contribute to the overall objectives or purpose of the Exhibit.
- 3. Refunds/Cancellations:** A 50% refund will be made on booth payments to date if cancellation is received in writing prior to April 1, 2019. No refunds will be made on any cancellations made after April 1, 2019.
- 4. Space Assignment:** Every effort will be made to assign space in a fair and equitable manner and whenever possible the preferred spaces will be assigned. The SOA maintains the exclusive and unrestricted right to assign space. Assignment of space is final. Space location may not be changed, transferred or canceled without written request by the exhibitor and subsequent written approval by the SOA. Because of the numerous companies exhibiting similar or related products, the SOA cannot guarantee that a company exhibiting similar products or a company’s competitor will not be located in a nearby booth space. Every attempt will be made by the SOA to avoid such instances.
- 5. Unclaimed Space:** Any space not occupied by Wednesday May 29, 2019 will be reassigned and payment forfeited unless special arrangements have been made in advance and approved by the SOA.
- 6. Floor Plan:** The floor plan for the Exhibit will be maintained as originally presented wherever possible. However, the SOA reserves the right to modify the plan to the extent necessary for the best interests of the Exhibit, exhibitors and the industry.
- 7. Installation & Removal of Exhibits:** Complete details regarding installation and dismantling of the exhibits are included in the Exhibitor Kit. Exhibits must remain intact until 10:30 a.m. on Friday, May 31, 2019. The receipt of exhibits and related shipments at show site or prior to the Exhibit at the official Exhibit Warehouse, as well as the delivery, storage and return of crates at close of the Exhibit are fully described in the Exhibitor Kit. Carefully check all invoices rendered on-site by the service contractor and other suppliers before leaving the Exhibit site. It is difficult for the service contractor or the SOA to adjust or correct billing after the fact.
- 8. Inspection of Exhibits:** All exhibits will be inspected at 6:00 p.m. Wednesday, May 29, 2019 for any violation of this Agreement. Exhibitors in violation will be informed and will have until 7:00 p.m. to correct such violation(s). If an exhibit booth is not set up and a company representative is not available to set up the booth, the SOA reserves the right to have the official service contractor assemble the booth and the exhibiting company will pay all related costs.

Exhibitor Agreement

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9. Use of Exhibit Space:

- A. Each exhibitor must rent sufficient space to contain the exhibit completely within the confines of the booth boundaries. Exhibitors must not allow registrants to gather in the aisles for any activities within the booth such as product demonstrations or lectures. Sufficient booth space must be obtained to accommodate such crowds.
- B. Equipment may not extend into the aisles and across the exhibitors purchased booth lines; printed matter, samples, or other articles may not be distributed outside the confines of its assigned space.
- C. No exhibitor may sublet, assign or apportion any part of its assigned space or have representatives, equipment, materials or literature/brochures from firms other than its own in the contracted space without the written permission of the SOA.
- D. Machines and/or equipment, including video monitors that will be operated during show hours must be placed at least five feet from the aisle in 10' x 10' booths. They also must be equipped with safety guards when moving parts are involved. In 10' x 20' or larger booths, such equipment may be at least two feet from the aisle if placed at least five feet from the side rails.
- E. The exhibitor will keep the booth open and staffed at all times during Exhibit hours.
- F. The SOA reserves the right to approve the character of the display and to prohibit any display which, because of noise or other objectionable features, detracts from the general purpose/character of the exhibits.
- G. No exhibitor may use flammable decorations or coverings, and all fabrics or other material used for display/decoration or covering display or products must be flameproof.
- H. Exhibitors may not conduct group functions, such as meetings, demonstrations, film showings, speeches or other similar activities, outside their booth area during Exhibit hours or in conflict with any officially programmed exposition or conference event.
- I. Exhibitors should be conscious of the need to provide access to persons with disabilities. For example, displays should be setup to allow for persons in wheelchairs to enter the booth to review materials.

- J. Attraction-seeking ploys or stunts which are aggressively promotional in nature (such as formal presentations, theatrical-type shows, demonstrations, conferences or movie shows) intended for use in the booth area, the Exhibit halls or approaches thereto, must be submitted in writing to the SOA for approval at least 45 days prior to opening of show. To maintain the professionalism and high caliber of the show, exhibitors are asked to observe and maintain the "good neighbor policy" at all times. Loud or obtrusive audio-visual or oral presentations or other such activity, which would be distracting to neighboring booths, will not be permitted. If found to exist and cause such distractions, the exhibitor will be asked to discontinue such practices.
- K. All exhibits must be constructed and operated in a safe and workmanlike manner.

10. Booth Construction Guidelines/Restrictions: A typical 10' x 10' booth consists of: an 8'0" high back wall drape and 3'0" high side rail drapes in Exhibit colors, aluminum pipe supports and a 7" x 44" identification sign containing company name and booth number. Carpeting is not provided at this location. Booth fixtures, components and identification signs will be permitted to a maximum 8'0". All display fixtures over 4'0" in height and placed within 10 linear feet of an adjoining booth must be set back 5'0" back from the aisle line.

Each exhibitor is entitled to a reasonable sightline from the aisle regardless of the size of the booth space. Exhibitors with larger space—30 linear feet or more—should also be able to effectively use as much of the total floor space as possible as long as they do not interfere with the rights of others. The limitation on display fixtures over 4'0" and within 10 linear feet of a neighboring booth is intended to accomplish both of these aims. Exposed or unfinished sides and/or booth backgrounds must be draped. Booths will be inspected by the SOA or its representatives during the set-up period and the service contractor, with approval from the SOA, will provide draping deemed necessary and submit the charges to the exhibitor. Covered booths or those with canopies may not be installed without written approval by the SOA. The SOA may require the rearrangement or alteration of any booth that does not conform to the rules and regulations as stated herein. The cost of such alteration will be borne by the exhibitor involved.

Exhibitor Agreement

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- 11. Signs and Columns:** All signs must be located within the boundaries of the assigned booth space and hung no higher than the height limitations described above. Signs may not be attached to walls outside an exhibitor's space, nor may they be hung from the ceiling outside the assigned space.
- 12. Contractor Services:** The SOA has retained services of an official service contractor to provide most of the services required by exhibitors such as receiving, delivering, unloading, returning freight, unloading trucks and controlling all vehicles at the docks, providing rental furniture, signs, labor to assemble and dismantle displays/booths, etc. Forms for ordering such services are contained in the Exhibitor Kit. The service contractor will provide all services except those for which others have exclusive rights, such as AV, telephone, electrical, water, etc. The exhibitor will provide the display, equipment, literature and miscellaneous items for the exhibit area. All other items or services are to be provided only by the respective official service contractor and other SOA-designated service suppliers as set forth in the Exhibitor Kit. Any exceptions to the foregoing will be granted only in cases where permission has been requested in writing by the exhibitor at least 45 days before the opening of the Exhibit and approved by the SOA. To be considered an exception requires that the exhibitor attach to the requested certificates of insurance for its agent representative; a description of the work to be done and the source of the personnel to be used and their compliance with local union requirements; and evidence of any and all business permits and/or licenses that may be required by the state, county, local or other governmental authorities with respect to the work to be performed. An exception will be granted only if it will not interfere with or prejudice the orderly setting-up, interim services or dismantling of the exhibition. An exception will not be granted if it is inconsistent with the commitments and obligation assumed by the SOA in any contract with official contractors, or in its agreement with the hotel. For services such as electrical, plumbing, telephone and drayage (including all movement of material and equipment), no exception will be made and the official contractors must be used.
- 13. Exhibitor Appointed Contractors:** If an individual exhibitor chooses to utilize its own contractor ("EAC") to provide any of the non-exclusive services that Freeman may otherwise perform under this Agreement, SOA prohibits any EAC from working at any Event unless the exhibitor seeking to use the EAC delivers to SOA at least ten (10) days prior to the Event move-in date: (i) a written statement setting forth the identity and intended use of the EAC, and (ii) a certificate of insurance evidencing that the EAC has in place the minimum insurance coverage as defined herein. Each EAC must furnish evidence of workers' compensation insurance in the minimum amount required by state law; evidence of commercial general liability, in a minimum amount of one million dollars (\$1,000,000) covering all operations and automobile liability insurance; and a minimum amount of one million dollars (\$1,000,000) covering all owned, hired, and non-owned vehicles. The policies for commercial general liability and automobile liability shall name Society of Actuaries, Gaylord National Harbor Resort and Convention Center, and Freeman as additional insureds for the events covered by this Agreement.
- 14. Unions:** The exhibitor hereby agrees to abide by all agreements made among any unions with jurisdiction at the Exhibit site and the SOA or its agents with exposition staff. The Exhibitor Kit thoroughly addresses the matter of jurisdiction.
- 15. Shipping/Storage:** To facilitate shipments into and out of the Convention Center and or hotel, the SOA will select an official service contractor for drayage/cartage; all details of equipment/display and movement on the docks of the Hotel are under the jurisdiction and supervision of the official service contractor. Fire Regulations prohibit storage of any kind behind exhibits including empty packing materials. All empty containers must be labeled with "EMPTY" stickers and placed in the aisle for temporary storage by the service contractor. Tags will be available at the service contractor's desk. To protect against loss, small cases should be placed inside larger ones. The storage area will be inaccessible during the Exhibit. Exhibitors are asked to check crates carefully for essential booth material that might be needed during the Exhibit.

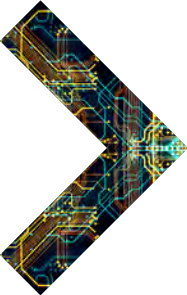
Exhibitor Agreement

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- 16. Electrical Power:** Electrical service will be provided in accordance with the order placed by each exhibitor on the form provided in the Exhibitor Kit. Each exhibitor should carefully anticipate need so as not to interfere with service to other exhibitors by overloading. If an exhibitor pulls more current than ordered, thereby inconveniencing other exhibitors, he will be penalized to the extent that his entire electrical service will be discontinued until proper adjustments can be made on-site.
- 17. Lighting:** Throughout the hall lighting will be provided during the Exhibit hours at the appropriate level available.
- 18. Cleaning:** The SOA will arrange to clean the aisles once each day after Exhibit hours. Booth cleaning may be ordered through the official service contractor.
- 19. Liability and Insurance:** The SOA will take reasonable precautions to safeguard exhibitors' property; however, the SOA and its suppliers assume no liability whatever for loss or damage through any cause of goods, exhibits or other materials owned, rented or leased by the exhibitor before, during or after the Exhibit. The SOA strongly recommends that exhibitors insure exhibit property against loss and theft, and have at least one representative in attendance at all times during the Exhibit hours and especially during move-in and move-out.
- A. The SOA strongly urges exhibitors to carry Public Liability Insurance with coverage for personal injury liability, property damage liability and statutory worker's compensation.
- B. Exhibitor agrees to protect, save, indemnify, and hold the Society of Actuaries and its directors, officers, employees and agents forever harmless for any damages or charges including actual attorney's fees and costs, imposed for violations of any law or ordinance, whether occasioned by the negligence of the exhibitor or those holding under the exhibitor, and further, exhibitor shall at all times protect, indemnify, save and hold harmless Gaylord National Resort and Convention Center against and from any and all losses, costs (including attorneys' fees), damage, liability, judgments or expense arising from or out of or by reason of any accident or bodily injury or other occurrence to any persons or person, including the exhibitor, its agents, employees and business invitees which arises from or out of or by reason of said exhibitor occupancy and use of the exhibition premises or a part thereof.
- C. In addition, exhibitor acknowledges that the Society of Actuaries and Gaylord National Resort and Convention Center do not maintain insurance covering exhibitor's property and that it is the sole responsibility of the exhibitor to obtain business interruption and property damage insurance covering such losses by exhibitor.
- D. In the event of cancellation or disruption of the Exhibit for any cause, this agreement shall terminate and the exhibitor waives any claim for damages or compensation, except that the exhibitor will be entitled to a refund of the amount paid for space less all costs incurred by the SOA and sponsor.
- E. Exhibitors will be liable for any damage caused by marking, defacing, damaging by fastening fixtures/other items to floors, walls or columns of Gaylord National Resort and Convention Center and for any damage to equipment furnished by the SOA or its service suppliers.
- 20. Compliance:** In addition to this Agreement, all exhibitors will be bound by and subject to the rules and regulations of Gaylord National Resort and Convention Center. The exhibitor further agrees to comply with all fire rules, electrical codes, union jurisdictions and all other applicable federal, state, municipal and county laws and regulations. Failure to do so will subject exhibitor to cancellation of the Agreement to occupy booth space and forfeiture of any monies paid on account thereof. Upon due notice of such cancellation, the SOA shall have the right to take possession of the exhibitor's space, remove all persons and properties of the exhibitor and hold the exhibitor accountable for all risks and expenses incurred in such removal. Such expulsion additionally may, at the discretion of the SOA, bar participation in future exhibits. If an exhibitor continues to be in violation of any rules, regulations or Exhibit policy, or if for any reason the SOA deems a booth or its contents objectionable or contrary to the well-being of the Exhibit, the SOA may alter or remove the booth as described above. In such an event, the SOA will not be liable for refunding rental fees or for funds paid for exhibit space or any related costs thereof.
- 21. Updates/Changes:** In the event that unforeseen events make it necessary, the SOA reserves the right to amend this Agreement or make additions, and all such amendments or additions shall be made known as soon as possible to each exhibitor.

Exhibitor Agreement

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NAME

SIGNATURE

ORGANIZATION NAME

DATE

THIS EXHIBITOR AGREEMENT MUST BE SIGNED AND RETURNED TO
DENISE EIRING AT deiring@soa.org