

1. Eligibility

The NSGC Annual Conference is open to companies whose products and services are directly related to the practice and advancement of genetic counseling and the professional education of those individuals attending NSGC's Annual Conference. NSGC reserves the right to refuse rental of display space or sponsorship to any company whose display of goods or services is not, in the opinion of NSGC, compatible with the general character and objectives of NSGC.

Application of space is not an assurance of eligibility. All applications are subject to review and NSGC reserves the right to refuse any application for any reason deemed appropriate by the NSGC Board of Directors.

NSGC reserves the right to revoke exhibit privileges based on intellectual property violations, unfair trade practices or other activities in the industry deemed illegal, unethical or contrary to the best interests of NSGC.

NSGC reserves the right to remove, at Exhibitor's expense, any merchandise deemed by the NSGC Board of Directors as not suitable for display at NSGC events. NSGC reserves the right to revoke a company's exhibit agreement should the company's products and/or services be considered ineligible by the terms listed above.

Eligible Exhibitors are those who are in good standing with NSGC. NSGC reserves the right to revoke an Exhibitor's and Sponsor's privileges and terminate this agreement. If NSGC terminates this agreement for reasons other than those set forth in section 3 below, NSGC will return to the Exhibitor/Sponsor all deposits or fees paid by such Exhibitor/Sponsor.

2. Payment Terms

To confirm Exhibitor/Sponsor participation 100% of payment must accompany the signed event Application & Contract. If any Exhibitor/Sponsor fails to perform any other term or condition of the contract or fails to observe and abide by these Contract Conditions/Rules & Regulations, NSGC reserves the right to terminate the contract immediately without refund of any monies previously paid. No refunds will be given for sponsorships after acceptance by NSGC.

3. Cancellation

If Exhibitor participation is canceled by the Exhibitor prior to March 20, 2017, a refund will be issued for the total amount contracted. If cancellation is made on or after March 20, 2017, there will be no refund and Exhibitor participation contracted for must be paid for in full. Cancellations must be directed in writing to NSGC. NSGC assumes no responsibility for including the name of the canceled Exhibitor or a description of their products in the show catalog, brochures, news releases, or any other materials concerning the show. Any space not claimed and occupied prior to two (2) hours from event start time may be resold or assigned by NSGC without obligation on the part of NSGC for any refund whatsoever unless special arrangements have previously been made with NSGC in writing. If any circumstances or event beyond the control of NSGC causes cancellation of all or any portion of the event NSGC agrees to refund any portion of the registration fee for which NSGC is reimbursed by insurance or other third party and shall not be liable for any other refund or payment arising from the cancellation or for other liability or damages arising from the event.

Please note, Sponsors may not cancel sponsorships after their acceptance by NSGC except for breach of this agreement by NSGC. No refunds will be given for sponsorships.

4. Marketing Collateral

All marketing pieces prepared by the sponsor must be pre-approved by NSGC prior to posting or distributing. NSGC reserves the right to request any change to the content supplied by the sponsor. All marketing pieces must identify who is sponsoring the piece and NSGC will identify all opportunities as 'sponsored' when posting or distributing to NSGC membership.

5. Set-Up and Dismantle

Set-up and dismantle hours are listed in the exhibitor services manual and are subject to change, in which case all Exhibitors will be notified in writing. If an Exhibitor is not set up by the time specified in the exhibitor services manual, NSGC reserves the right to re-assign such space to another Exhibitor or to make other use of the space as deemed necessary or appropriate at the expense of the Exhibitor.

Exhibits are to be kept intact until the closing of the exhibition hall. No part of an exhibit shall be removed during the Annual Conference without special permission from NSGC. Any Exhibitor who begins the dismantling of its display before the close of the show will lose priority status in future NSGC events and may altogether lose the privilege of exhibiting and or sponsoring at future NSGC events. All freight must be removed from the facility by 8:00 pm on the last day of move-out. If exhibits are not removed by this time, show management has the right to remove exhibits and charge the expense to the Exhibitor.

6. Executive Suite Hours

At the time of this writing, it is anticipated that the show hours will be as follows:

Wednesday, September 13	5:00 pm - 8:00 pm
Thursday, September 14	9:30 am - 1:30 pm 3:00 pm - 7:45 pm

Friday, September 15	9:30 am - 10:30 am 12:00 pm - 3:00 pm
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Show hours are subject to change. Exhibitors will be notified in writing of any changes prior to the Exhibition.

7. Subletting of Exhibits and Prohibited Uses

Exhibitors/Sponsors are prohibited from assigning or subletting any part of their participation. Nor shall they demo or permit to demo in their space any merchandise or advertising materials which are not a part of their regular products, or which are not compatible with the character of NSGC, without a written request and approval from NSGC. NSGC reserves the right to terminate any portion of the sponsor participation that is not in accordance with these rules without prior approval.

8. Food & Alcoholic Beverages

The serving of alcoholic beverages by Exhibitors in any part of the exhibit area is strictly prohibited unless approved by NSGC. All food and/or beverage service must be approved in writing by NSGC and the convention center's exclusive catering vendor. All associated fees are the responsibility of the Exhibitor.

Please note, any food or beverage items being given out at your booth that exceeds the quantity of 50 items will require a sponsorship from NSGC. Any F&B handed out from your booth is subject to fees from the hotel or convention center catering team. Please let show management know if you have any questions.

9. Use of Space — General

All marketing activities of each Exhibitor/Sponsor must be confined to the Exhibitor's/Sponsor's allotted booth space. Exhibitors/Sponsors expressly agrees not to hold any

activity that, in the sole opinion of NSGC, creates a material adverse effect on attendance during the hours of the events. If clarification is needed on a specific activity, please submit it to NSGC for approval.

10. Special Visual and Audio Effects

Audio-Visual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of NSGC, do not interfere with the activities of neighboring Exhibitors/Sponsors. Operational equipment may not be demonstrated outside of Exhibitor's booth space or create noise levels objectionable to neighboring Exhibitors.

11. Hospitality Suites, Meetings Rooms & Special Events

No entertainment, meetings, tours, special events, hospitality suite functions, or other private functions will be permitted during any scheduled NSGC Annual Conference activity unless approved in writing by NSGC. Entertainment, meetings, tours, special events, hospitality suite functions, or other private functions must be requested through the meeting space special event request form obtained from NSGC show management. Exhibitors who are not in accordance with the stated rules may lose their privilege of exhibiting at this and future NSGC events.

12. Exhibit Construction and Layout

NSGC reserves the right to control the layout of the exhibit hall. Detailed regulations governing the construction, height and layout of exhibits will be included in the Exhibitor Services Manual. These Rules & Regulations are to be considered an addendum to this document, and are subject to the full power and enforcement as set forth herein. If you require immediate access to these Rules & Regulations, please reference your service manual under the Rules & Regulations tab or contact the NSGC Executive Office for a copy. Each Exhibitor/Sponsor will be held accountable for abiding by these rules and regulations governing booth construction and height limitations. Failure to comply could result in various consequences, as severe as losing all future privileges to exhibit at the Annual Conference.

13. Booth Equipment

Standard booth equipment will consist of the following:

- 10'x10' booth space
- Eight foot (8') backwall of draperies with aluminum uprights, color to be determined by NSGC
- Three foot (3') division siderails of draperies, color to be determined by NSGC
- One (1) 7" x 44" company identification sign
- One (1) skirted table, color to be determined by NSGC
- Two (2) chairs
- Two (2) complimentary exhibit only registrations. Additional registrants must pay the standard registration fee to attend the event
- Complimentary company listing in the Program Book pending deadline
- Carpet not included in booth; exhibitors must purchase booth carpet

Exhibitors will be bound by the booth construction rules included in the Exhibitor Services Manual.

14. Insurance & Security/Force Majeure

NSGC will employ security guards and take reasonable precautions to safeguard Exhibitor's/Sponsor's property. However, NSGC assumes no liability whatsoever for loss or damage, through any cause, of goods, hand carried items or other materials owned, rented or leased by the Exhibitor/Sponsor. NSGC requires that each Exhibitor/

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Sponsor maintains general public liability insurance against claims for personal injury, death, or property damage incident to, arising out of or in any way connected with the Exhibitor's/Sponsor's participation in the event, in the amount of not less than one million (\$1,000,000) dollars for personal injury, death, or property damage in any one occurrence. Such insurance maintained by the Exhibitor/Sponsor must be issued by an insurance company reasonably acceptable to NSGC, include coverage of the indemnification obligations of the Exhibitor/Sponsor under these Rules & Regulations, and shall name NSGC as additional insured. Each Exhibitor/Sponsor acknowledges that it is responsible for obtaining for its protection and entirely at its expense, such property insurance for its table-top and display materials as the Exhibitor/Sponsor deems appropriate. Any policy providing such property insurance must contain an express waiver by the Exhibitor's/Sponsor's insurance company of any right of subrogation as to any claims against NSGC. Certificate of Insurance must name NSGC as co-insured. NSGC shall be named, as an additional insured on Exhibitor's/Sponsor's insurance policies and Exhibitor/Sponsor shall provide to NSGC Certificates of Insurance indicating this status.

Force Majeure: NSGC will not be responsible for cancellation, postponement or other circumstances caused by, based on or relating to situations beyond its control, including but not limited to: acts of God, (e.g. rainstorm, flood, wind, damage by the elements, earthquake, tornado, other natural disasters, etc.), terrorism, infectious disease, war, fire, strikes, acts or orders of governmental authorities or third-party responsibility.

15. Exhibitor & Sponsor's Liability and Hold Harmless

Exhibitor/Sponsor releases NSGC, its contractors and their respective directors, officers, employees, agents and members, and each of them, from any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of Exhibitor/Sponsor or to any other person or any loss of or damage to any property of Exhibitor/Sponsor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to Exhibitor's/Sponsor's participation in the event, and the Exhibitor/Sponsor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto. Exhibitor/Sponsor shall indemnify, defend and hold harmless NSGC and its contractors, and their respective directors, officers, employees, agents and members, and each of them, from and against all claims, liabilities, losses, damages, costs or expenses, including reasonable attorney's fees and costs of litigation, relating to or arising out of Exhibitor's/Sponsor's participation in the event, provided that the foregoing shall not apply to injury, loss, or damage caused by or resulting directly from the sole negligence of either NSGC or its contractors. The terms of this provision shall survive the termination or expiration of this agreement.

16. Assignment of Exhibit Space

NSGC established a priority point system to equitably assign space to exhibitors. Points are accrued based on several categories as determined by NSGC Show Management. The categories are as follows: length of exhibit with NSGC (2006 – 2016), 2017 Annual Conference Sponsorship level commitment, 2017 Exhibit Space Application received date, Size of space contracted for 2017 by March 20, 2017, and 2017 Premier Sponsorship commitment. The details around this program will be released by NSGC Show Management and are to be considered an addendum to this document, and are subject to the full power and enforcement as set forth herein.

17. Assignment of Sponsorships

All NSGC Annual Conference sponsorship opportunities are first right of refusal until October 14, 2016. If an item is not re-contracted by previous sponsoring company, it will become available to any other interested company. NSGC

Show Management reserves the right to change these policies at any time without notice.

18. Promotions, Contests, Printed Material, Etc.

All giveaway items with the exception of pens, pencils, luggage tags, pocket calendars and similar items must be submitted for approval to NSGC prior to the event. Sideshow tactics, or other methods, including marketing material, considered by NSGC to be objectionable, are expressly prohibited at the NSGC Annual Conference. Prizes, awards, drawings, raffles, lotteries or contests may be permitted in accordance with applicable state laws and prior written approval of NSGC. Requests for approval of such activities must be submitted in writing to NSGC three weeks prior to the opening of the event. Distribution of promotional material to attendees' hotel sleeping rooms, public areas or in technical sessions is strictly prohibited without the prior written approval from NSGC. Use of NSGC hotel and conference-related facility communication systems to promote Sponsors or their products is also prohibited.

NSGC does not distribute an attendee list to its exhibitors. For any lists pertaining to the conference, these lists are confidential and proprietary and provided as a courtesy. It shall not be sold, distributed or otherwise provided to any outside organization, consultant or service without express written permission of NSGC. Any violation of this policy may result in the forfeiture of participation at future NSGC events and membership privileges within NSGC.

19. Intellectual Property Matters

The Exhibitor/Sponsor represents and warrants to NSGC that no materials used in or in connection with its demonstration infringe upon the trademarks, copyrights (including, without limitation, copyrights for music and other materials used or broadcast by Exhibitor/Sponsor), or other intellectual property rights of any third party. The Exhibitor/Sponsor agrees to immediately notify NSGC of any information of which the Exhibitor/Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor/Sponsor agrees to indemnify, defend and hold NSGC, and its agents, and successors, harmless from and against all losses, damages and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by the Exhibitor/Sponsor of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, NSGC shall not be liable and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of a Exhibitor/Sponsor.

20. Use of Logo

The NSGC logo may not be reproduced on any items, documents or promotional materials, or published on any websites, social media sites, or in any other print or electronic media without the express permission of the NSGC Executive Office.

21. Exhibit Access

Each exhibitor who registered in advance will receive a printed exhibitor badge available at the exhibitor registration area at the exhibition facility. This badge will entitle registered exhibitors admission to the exhibit area only. Exhibitors must wear badges at all times including setup, exhibit hours and dismantling in order to enter the exhibit area. Exhibitor staff, temporary help and setup personnel must wear exhibitor badges or other badges designated by NSGC. Exhibitor badges do not include admission to other conference functions, nor are they transferable.

22. Convention Registrations

Exhibitors have the right to purchase full conference registrations, which allow access to educational sessions, in accordance with NSGC's registration policies.

23. Convention Program

One (1) copy of the convention program/exhibits directory will be available to each exhibiting company.

24. Music Licensing

Exhibitors/Sponsors are responsible for individual ASCAP/BMI music licensing fees or similar statutes as may apply outside the United States if applicable to the function. Music played and/or performed, whether recorded or live, will not be covered under NSGC's ASCAP/BMI music licensing agreement.

25. Americans with Disabilities Act/Similar Non-U.S. Statutes

Exhibitors/Sponsors shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act or similar statutes as may apply outside of the United States and shall hold NSGC harmless from any consequences of failing to do so.

26. Distribution of Marketing Material

NSGC reserves the right to cease distribution of any materials at the NSGC Annual Conference which NSGC in its sole discretion determines are contrary to the best interests of NSGC, its members, or the event. All Exhibitor/Sponsor marketing activities must be confined to the Exhibitor's/Sponsor's allotted space. The Exhibitor/Sponsor agrees that, if NSGC determines that an Exhibitor/Sponsor is marketing outside of its allotted space, the Exhibitor/Sponsor will lose the privilege of exhibiting at the NSGC Annual Conference. In addition, NSGC reserves the right to immediately remove all Exhibitor/Sponsor materials if a violation occurs during the conference without issuing a refund. For further explanation please see rule #17. Distribution of promotional material to attendees' hotel sleeping rooms, public areas, or in educational sessions is prohibited without prior written approval of NSGC. Use of NSGC hotel and conference-related facilities communication systems to promote Exhibitor/Sponsor, their products/services, or any other of their activities are prohibited during official NSGC Annual Conference.

27. Authority of Management/ Enforcement of Rules & Regulations

NSGC shall have the power to adopt and enforce all show attendance rules and regulations with respect to the kind, nature and eligibility of Exhibitors/Sponsors adopted by it or set forth herein. NSGC has the power to enforce all rules and regulations. Show Management's decision on such matters shall be final. The Exhibitor/Sponsor acknowledges that its failure to comply with the Rules & Regulations set forth herein will cause harm to NSGC. The Exhibitor/Sponsor agrees that, if NSGC determines that a material violation has occurred, the Exhibitor/Sponsor will lose the privilege of exhibiting at these and future NSGC events. In addition, NSGC reserves the right to immediately remove all Exhibitor/Sponsor materials if a violation occurs during the convention without issuing a refund. All final decisions regarding the enforcement of the NSGC Annual Conference policies are the responsibility of the NSGC Board of Directors.

28. General

All matters and questions not covered by the Rules & Regulations are subject to the decision of NSGC. These Rules & Regulations may be amended at any time by NSGC, and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, written notice will be given by NSGC to such Exhibitor/Sponsors as may be affected by them.

CONTACT Rebecca A. Baker at 312.673.5827 or rbaker@nsgc.org for further information.