

EXHIBITOR REGULATIONS

1. SPONSOR

The word "Sponsor" means The American Academy of Periodontology (AAP) acting through its respective officers, directors, members, committees, agents, or employees acting for it in the management of the Exhibition.

2. EXHIBITION DATES AND HOURS

The Exhibition Hall will be open to attendees during designated hours on November 14-16, 2004. No exhibitor, nor any employee, agent or servant of an exhibitor, shall be permitted to enter the Exhibition Hall until 90 minutes before the official opening hour, nor allowed to remain later than 90 minutes after the official closing hour, except on the last day of the Exhibition.

3. EXHIBITION STANDARDS

AAP welcomes exhibitors at the AAP 2004 Annual Meeting, as exhibits constitute an important means of keeping members informed of new and improved products and services for the provision of periodontal care. Exhibits and promotional materials should be dignified and truthful and not misleading, and designed to provide useful and reliable information. Participating firms will be limited to those which have periodontal/dental directed products, equipment, or services, except that consumer items may be accepted for display where the Sponsor considers it necessary for individuals to know of their availability and labeling in connection with education of the public. The exhibition of a product or service at the AAP Annual Meeting does not constitute an AAP endorsement of the product or service, or of the claims made.

4. PERMISSIBLE EXHIBITS/PRODUCT AND MATERIAL DISTRIBUTION

All business activities of the Exhibitor at the AAP 2004 Annual Meeting must be within the Exhibitor's allotted exhibit space. In connection with distribution of product samples in Exhibitor's booth(s), these samples must be distributed at least two feet inside of the booth. The serving or consumption of alcohol is prohibited. The use of propane, butane or other combustible bottled gas is prohibited. Helium balloons are not permitted.

At the request of the Sponsor, made at any time or times before or during the Exhibition, Exhibitor must promptly furnish the Sponsor with sample products, packages, labels, advertising and promotional literature that would be or is being distributed before Exhibitor will be eligible to participate or continue in the Exhibition. The Sponsor reserves the sole and absolute right to determine which firms and products are appropriate in its judgment for inclusion in the Exhibition and to refuse, cancel or restrict any applicant or exhibit which the Sponsor considers undesirable for any reason. This provision applies to Exhibitor's conduct, articles, printed matter, samples, questionnaires or any other actions or items that the Sponsor deems objectionable. If the Sponsor decides that any of these do not meet its standards or is not

suitable, the Exhibitor must at once comply with the Sponsor's request and can withdraw from the Exhibition and, if appropriate, the Exhibitor may be eligible to receive back the rental fee paid, prorated for unused time.

5. SPACE ASSIGNMENT

The AAP uses a priority system for assigning booth space, as outlined under "Booth Assignment Procedures and Deposits". Booths were assigned under the priority point system for all space reserved on Monday, September 22, 2003. All other space was reserved on a first-come, first-served basis. A 50% deposit is due by February 16, 2004 for all space assigned by November 3, 2003. The balance is due by June 30, 2004. All space assigned after November 3, 2003 will require 100% payment with the Application and Contract for Exhibit Space.

Written or telephoned requests for specific space must be followed with a completed contract and full payment within five working days of the request. Otherwise, space will be offered to another Exhibitor.

6. RATES, DEPOSITS AND REFUNDS

Booth space in Pacific Hall will be charged at \$22.50 per square foot with a \$150 charge for each corner assigned. Booth space in Atlantic Hall will be charged at \$18.50 per square foot with a \$150 charge for each corner assigned. The minimum purchase is 100 square feet. Booths assigned before November 3, 2003 must submit a fifty percent (50%) when the application/contract is returned. The balance is due by June 30, 2004. Booth space assigned after November 3, 2003, must be accompanied by 100% payment. If space is cancelled on or before April 1, 2004 a full refund of all monies will be made. If space is cancelled after April 1, 2004 but before June 30, 2004, 50% of the total will be retained. No refund will be given for space cancelled after June 30, 2004.

7. SPACE REASSIGNMENT

All or any part of the space herein above designated is subject to reassignment and rearrangement at the sole discretion of the Sponsor for the purpose of consolidation of display space or for any reason. The Sponsor may also assign or reassign space to Exhibitor as it deems to be required by virtue of the need of Exhibitor for water, drain, gas, electricity, air, steam, or other services and the availability, capacity and locations of these services. The judgment of the Sponsor with respect to such reassignment or rearrangement of space shall be final, although the total square footage occupied by Exhibitor resulting therefrom shall not be reduced or increased substantially without the consent of Exhibitor. If space is so reduced or increased, the amount payable shall be appropriately adjusted.

8. SUBLETTING OF SPACE

No Exhibitor shall assign, sublet or apportion the whole or any portion of space allotted to any other Exhibitor or person except to a parent, subsidiary, or affiliated corporation or business that also meets

all of the requirements set forth in these regulations. Exhibitor remains fully responsible and liable under its contract for all activities of any person to occupy or use its space.

9. LIABILITY

The Exhibitor agrees that neither the Sponsor, Walt Disney World Swan and Dolphin nor any of their officers, directors, members, agents and employees, shall be held liable for any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, directors, agents or employees, resulting from theft, fire, water, accident or any other cause. The Exhibitor shall indemnify, defend and hold harmless the Sponsor, Walt Disney World Swan and Dolphin, and their officers, directors, members, agents and employees, from and against any and all claims, demands, suits, liability, damages, losses, costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of any action or failure to act on the part of the Exhibitor or any of its officers, directors, agents, or employees.

10. USE OF CERTAIN PROPERTY

Exhibitor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music; materials, devices, processes or dramatic rights used on or incorporated in the Exhibitor's space. Exhibitor shall indemnify, defend and hold harmless the Sponsor, Walt Disney World Swan and Dolphin, and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorney's fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

11. INSURANCE

All property of the Exhibitor is to remain under its custody and control in transit to or from or within the confines of the Exhibition Hall. Exhibitors shall carry their own insurance to cover exhibit material against damage and loss, and public liability insurance against injury to the person and property of others. Exhibitors are required to submit to Show Management an original copy of the Exhibitor's Certificate of Insurance. The certificate must show that the Exhibitor carries no less than \$1,000,000 combined single limit bodily injury and broad form property damage coverage, including broad form contract liability and business interruption insurance. The Sponsor shall not be obligated to carry any insurance for the benefit of Exhibitors.

12. EXHIBITION CANCELLATION

If the Exhibition Hall is destroyed by fire or the elements, or by any cause, or if circumstances, in the opinion of the Sponsor, make the holding of the Exhibition impractical, the Sponsor may at its sole discretion cancel the Exhibition, but shall return the unused prorata portion of the rental fee. The Sponsor is released from any and all claims for damages, which may arise in consequence thereof.

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13. ORDER-TAKING

Exhibitors will only be allowed to take orders on the Exhibit floor. Under no circumstances shall any delivery of goods or items or exchange of merchandise for payment will be permitted in keeping with the educational nature of the Exhibition.

14. PROHIBITIONS

Distribution of promotional gummed labels or badge stick-ons is prohibited. No promotional device may obstruct badges in any way. The serving or consumption of alcohol is prohibited. **PRIZE AWARDS, DRAWINGS, RAFFLES, LOTTERIES OR CONTESTS OF ANY KIND WITHIN THE EXHIBITION HALL ARE PROHIBITED INCLUDING ADVERTISEMENT OF ANY AND ALL RAFFLES, CONTESTS, ETC.**

15. VIOLATIONS

In the event of a violation, the Sponsor has the right without written notice to terminate its contract with the Exhibitor and to evict the Exhibitor at the Exhibitor's own risk and expense. See Enforcement of Rules and Regulations/Violations Policy on page 12.

16. SERVICES

Each Exhibitor, as part of the contract with the Sponsor, will be provided the following services free of additional charge: erection of necessary flame-proofed draped backwalls and siderails of uniform style, an identification sign (upon request), aisle carpeting, program listing, general hall cleaning and hall security guard services. No allowance will be made for facilities not utilized.

In addition to all other payments provided in this contract, Exhibitor agrees to pay for the following services at rates approved by the Sponsor: handling of incoming or outgoing freight; labor and material to assist in setup; dismantling and maintenance of exhibit; electrical service including outlets; cleaning service; telephone service and furniture/accessories.

Independent contractors must conform to IAEM guidelines. **ALL INDEPENDENT CONTRACTORS MUST SUBMIT A CERTIFICATE OF INSURANCE TO THE SPONSOR THIRTY (30) DAYS PRIOR TO THE EXHIBITION.** All exhibit labor must comply with established labor jurisdictions.

17. INSTALLATING OF EXHIBITS

CHILDREN UNDER 16 YEARS OF AGE ARE NOT PERMITTED ON THE EXHIBIT FLOOR DURING INSTALLATION OR UNDER ANY CIRCUMSTANCES. GUESTS OF THE EXHIBITOR ARE NOT PERMITTED ON THE EXHIBIT FLOOR UNDER ANY CIRCUMSTANCES.

Atlantic Halls ABC - Targets move in: Thursday, November 11, 2:00 - 6:00 pm; General exhibitor move in Friday November 12, 2004 8:00 am - 5:00 pm

Pacific Hall A - Targets move-in: Friday November 12, 4:00 - 8:00 pm; General exhibitor move in Saturday, November 13, 2004 8:00 am - 5:00 pm

Pacific Halls B&C - Targets move-in: Thursday November 11, 4:00 - 8:00 pm; General exhibitor

move in Friday, November 12 8:00 am - 5:00 pm

18. DISMANTLING OF EXHIBITS

Exhibitors will complete arrangements for prompt pickup of all outbound shipments and remove the exhibit at the time specified by the Sponsor for removal of exhibits. All freight not called for within the Sponsor-designated move-out time may be shipped by a carrier selected by the Official Service Contractor and billed to the Exhibitor. **CHILDREN UNDER 16 YEARS OF AGE ARE NOT PERMITTED ON THE EXHIBIT FLOOR DURING DISMANTLE OR UNDER ANY CIRCUMSTANCES. GUESTS OF THE EXHIBITOR ARE NOT PERMITTED ON THE EXHIBIT FLOOR UNDER ANY CIRCUMSTANCES.**

ALL EXHIBITS MUST REMAIN INTACT UNTIL THE OFFICIAL CLOSING OF THE EXHIBITION AT 6:00 PM ON TUESDAY, NOVEMBER 16. Exhibitors expressly agree not to begin packing or dismantling until such time. All booths must be staffed by an authorized company representative during all show hours. An Exhibitor who violates this regulation may be ineligible to participate in any future Sponsor exhibitions.

19. BOOTH CONSTRUCTION AND ARRANGEMENT

All exhibits must be confined to the spatial limits of their respective booths as indicated on the floor plan. (Note regulation #4 regarding sampling.) The back wall of booth is 8'0" high; side dividers are 3'0" high. Materials above four feet in height and placed within ten lineal feet of an adjoining exhibit may not be placed within five feet from the numbered aisle. Materials placed more than five feet from the back wall must be no higher than four feet from the floor. No special signs, booth construction apparatus, equipment, lighting fixtures, etc. will be permitted to extend above 8'0" with the exception of island or peninsula spaces where height limitation is 16'0", and perimeter spaces where height limitation is 12'0". However, cubic content of island booths must be approved in advance by the Sponsor as ceiling heights throughout the Exhibit Hall may vary. Exhibits shall be so installed that they will in no case project beyond the space allotted and floor covering must be confined to booth space and not project into the aisle. Exhibits shall not obstruct the light, view or space of others. Open or unfinished visible sides of exhibits must be covered so as not to be unsightly or objectionable to other exhibitors. Signs must be made professionally. The exhibit hall is carpeted. Exhibitor shall be responsible for damage to property. No portion of the booth, or its related parts, contents or signage may be suspended from the ceiling of the exhibit hall.

20. CARE OF EXHIBIT SPACE

The Exhibitor must, at its expense, maintain and keep in good order the exhibit space contracted. The Exhibitor shall maintain and conduct the exhibit in a neat, clean, orderly and safe manner, and shall not do or allow anything to be done in, on or about the Exhibitor's space that might adversely reflect on the Sponsor. The Exhibitor shall keep an attendant in its display during the hours the Exhibition during all

hours the Exhibition is open and the Exhibitor must surrender the space occupied by it to the Sponsor in the same condition as it was at the commencement of occupation, ordinary wear excepted.

No signs or other articles may be affixed, nailed, or otherwise attached to walls, doors, drapery, etc. so as to deface or destroy them; likewise, no attachments may be made to floors by nails, screws, or other devices that may damage or mar them. Floors must be protected against all damaging substances, including tape, which leave residue.

Exhibitors may not store packing crates and boxes in their booths during the show. Containers must be marked properly and will be stored and returned to the booth after the show by the Official Service Contractor. Exhibitors may not store literature, cartons or other supplies behind their booth. Crates, boxes and other exhibit materials unclaimed by the Exhibitor after the show will be removed at the Exhibitor's expense.

If the space occupied by the Exhibitor shall be damaged by the Exhibitor or the Exhibitor's agents, employees, patrons or guests, the Exhibitor on demand shall pay such sum as shall be necessary to restore that space to the same condition it was when first occupied by the Exhibitor.

21. FLAMMABLE MATERIALS

Flammable or other dangerous fluids, substances, materials, equipment or other items, the use of which is in violation of Orange County laws or regulations, shall not be used in any booth. Exhibitor must use flame resistant decorative materials.

22. INSPECTIONS AND COMPLIANCE WITH LAWS

All materials, installations and operations of Exhibitor must comply with the requirements of all inspection and other governmental authorities having jurisdiction and with all applicable laws, ordinances and regulations.

23. CANVASSING AND OTHER ACTIVITIES

- No person, firm or organization not having contracted with the Sponsor for the occupancy of space in the Exhibition will be permitted to display or demonstrate its products, processes or services, or distribute promotional materials in or on the premises of the Exhibition Hall or in Walt Disney World Swan and Dolphin. Any infringement of this rule will result in the removal of the offending person.

Circulars or other promotional material may be distributed only from the Exhibitor's assigned space. Distribution of large paper and plastic envelopes and small plastic shopping bags is permissible. The Sponsor reserves the right to discontinue distribution of materials which may be hazardous to the exhibit participants, offensive to the Sponsor, or not contributing to the educational nature of the exhibition. Cans, yardsticks, noisemakers, etc. or other materials considered by the Sponsor to be objectionable will not be permitted. **PRIZE AWARDS, DRAWINGS, RAFFLES, LOTTERIES OR**

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CONTESTS OF ANY KIND ARE PROHIBITED INCLUDING ADVERTISEMENT OF ANY AND ALL RAFFLES, CONTESTS, ETC.

The Sponsor reserves the right to reject, cancel, remove or restrict Exhibitors who, because of noise or any other reason, interfere with the best interests of the Exhibition as a whole, in which case its liability shall be limited to a prorated refund of the rental fee.

24. SPECIAL SOUND AND VISUAL EFFECTS

Audiovisual and other sound and attention-getting devices and effects will not be permitted.

Operational equipment being demonstrated may not create noise levels objectionable to neighboring Exhibitors. The decibel level must not exceed 85 as stated in Section 29 of Federal OSHA Regulation 1910.95, applicable to trade shows. Decibel readers may be used to monitor all sound projection equipment. If the level exceeds the maximum level allowed, the Exhibitor will be required to adjust the decibel level accordingly. If this is not complied with immediately, the noisemaking device will be removed. Any Exhibitor who intends to use such devices must notify the Sponsor in writing no less than sixty (60) days prior to the opening of the Exhibition. Devices not approved in writing by the Sponsor will not be permitted. Any expense incurred in the rental or removal of such equipment will be paid by the Exhibitor. Live and/or recorded music are prohibited in the Exhibit Hall.

25. EXHIBITOR PERSONNEL

The Exhibition is limited to individuals, business firms, agencies, manufacturers and dealers who have contracted and paid for space assignments. Each Exhibitor shall furnish the Sponsor with the names of its representatives. A periodontist or other dentist may not be registered as an Exhibitor unless he or she is an officer of the company or a full time (non-practicing) employee. Furthermore, dentists, hygienists, dental assistants or laboratory technicians may not be registered as booth personnel. Exhibiting companies may not register any representative of their company as a dental professional if that individual is not a dental professional or if they do not meet the guidelines stated above. Exhibiting companies who do not follow these guidelines will forfeit their rights to Exhibit and will be charged the applicable registration fees for all personnel who obtain entry in violation of the rules of admission. Exhibitor and its representatives are required to wear identification badges at all times throughout the Exhibition. The badges are the property of Show Management and are not transferable, and the Sponsor reserves the right to withdraw the use of any badge used to gain admission to the Exhibition by any person other than the one for whom it was issued. Badges must be worn at all times by any person in the Exhibition Hall during set-up, exhibit hours and dismantling. All temporary labor wear a badge. Employees of independent contractors must wear security badges at all times. These badges must be obtained at the Official Service Contractor

Desk located in the rear of the Exhibit Hall. Any company circumventing the rules of admission will be expelled from the Exhibit Hall immediately without refund and will be excluded from future invitation to exhibit indefinitely.

26. EXHIBITION ATTENDEES

The Exhibition is open to any person registered for the AAP 2004 Annual Meeting. No children under 16 years of age will be admitted; minors 16 and over must be accompanied by an adult. The Sponsor reserves the right to refuse to admit to and eject from the Exhibit Hall or from any space therein, any person or persons engaged in objectionable or undesirable behavior. On the exercise of this authority the Exhibitor, for itself, its officers, directors, employees and agents, hereby waives any right and all claim for damages against the Sponsor, its officers, directors, members, agents and employees.

Representatives of non-exhibiting firms must register for the meeting and will not be granted a complimentary pass to the exhibition. No persons, including those persons otherwise eligible to attend the Exhibition and be on the Exhibition floor, will be permitted to attend the Exhibition for the purpose of demonstrating their products or distributing advertising materials in the Exhibition Hall.

27. SOCIAL AND EDUCATIONAL FUNCTIONS/ SEMINARS

Any social or educational function must be approved by the Sponsor. Exhibitors must submit a written request for any function that they wish to hold during the 2004 Annual Meeting to the AAP Exhibition Manager no later than sixty (60) days prior to the meeting. Social and educational functions are allowed only during program-free hours: November 13, 2004 (Saturday): 6:00 pm - 12:00 midnight; November 14, 2004 (Sunday): no functions allowed; November 15, 2004 (Monday): 6:30 pm - 12:00 midnight; November 16, 2004 (Tuesday): 6:00 pm - 12:00 midnight; November 17, 2004 (Wednesday) 12:00 noon - 12:00 midnight. Social or educational functions in public space will not be permitted at any other times. Invitations shall be issued only to AAP 2004 Annual Meeting registrants. It shall be made clear that these are non-official functions. Any Exhibitor who violates the above agreement may be ineligible to participate in any future Sponsor Exhibitions.

28. GOVERNING LAW AND JURISDICTION

The Exhibitor's contract shall be construed, interpreted, and governed according to the laws of the State of Illinois and the parties agree that in any action or proceeding arising under or related to this agreement, they shall be subject to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois, Eastern division, or of the courts of the State of Illinois.

29. SPONSORSHIP

Upon written request, AAP will consider an exhibiting company's offer to sponsor or partially

sponsor an official AAP function or service at the AAP 2004 Annual Meeting. AAP reserves the right to determine which proposals will be accepted. Each proposal must be submitted in writing to the AAP Exhibition Manager at least three (3) months prior to the meeting.

30. NO SMOKING POLICY

Smoking in the Exhibit Hall in Walt Disney World Swan & Dolphin Hotels, including lounge areas, is prohibited at all times.

31. EXHIBITION ADVERTISEMENTS

Exhibition of a product or service at the AAP 2004 Annual Meeting does not constitute an endorsement of the product or service, or its promotional materials. As a condition of exhibiting at the AAP 2004 Annual Meeting, the Exhibitor agrees not to include in any promotional materials claiming that it has exhibited at a Sponsor Annual Meeting or Conference. Such a claim may imply endorsement or may otherwise be misleading and deceptive. When referring to this Exhibition in any printed context, such as advertising or direct mail promotions, the Exhibitor shall specify the event name as "The American Academy of Periodontology Annual Meeting Exhibition." Use of the words "convention" or "trade show" as titles are inaccurate and inappropriate. Exhibitors are responsible for notifying their advertising and public relations staff. Advertisements outside of the exhibitor's booth are prohibited. Advertising materials may not be circulated in the meeting rooms, registration area or lounges of the Exhibit Hall. Failure to comply with this regulation will result in a loss of priority points and an invitation to exhibit may be withheld for future exhibitions.

32. MARKET RESEARCH/SURVEYS

Any Exhibitor wishing to conduct market research or surveys during the 2004 Annual Meeting Exhibition must adhere to the following:

1. Surveys and questionnaires must be submitted for approval to the AAP Exhibition Manager no later than thirty (30) days prior to the Exhibition.
2. All surveys/questionnaires must be conducted within the confines of the Exhibitor's booth.
3. At no time may exhibit personnel leave their booth to encourage participation or to survey/question attendees.
4. Market research companies must identify the names of the clients for whom they are conducting research.
5. Survey documents and any publication or results may not include the name of The American Academy of Periodontology (Sponsor) or make any reference to the AAP 2004 Annual Meeting which might cause respondents or readers to believe the Academy is sponsoring, approving or involved with the research.

An Exhibitor who violates the above guidelines is subject to other penalties (see violations summary for further details).

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33. ROOM DROPS

Conducting a room drop at any official hotel of the AAP 2004 Annual Meeting Exhibition will be allowed only for exhibitors that receive prior approval from the Sponsor. Materials may only be slid under the door of the attendees' hotel room. Exhibitors may not hang bags or other promotional material on the door of the attendees' room, not may have staff enter into the attendees' room. Exhibitors who violate this rule will be ineligible to participate in any future Sponsor Exhibitions. Further information regarding room drops will be available in the Exhibitor Service Manual.

34. ACCEPTANCE OF EXHIBITORS

The American Academy of Periodontology is under no obligation to extend application privileges to any company regardless of whether or not said company has exhibited at past Annual Meeting Exhibitions. Products and services exhibited must, in the judgement of the AAP, be related to the dental industry. The AAP shall be the sole judge as to acceptability of exhibits. An Exhibit may not display any product or distribute advertisements for any product that infringes on the registered trademark, copyright or patent of another company.

35. EXHIBITOR CONDUCT

No Exhibitor or member of an exhibit staff shall behave in a manner offensive to decency or good taste in the sole judgment of AAP staff. Exhibitors must conduct themselves in a professional manner and must maintain a professional appearance and demeanor. All Exhibitors and their representatives must be properly and modestly clothed. Scantily or excessively revealing attire is not permitted. Exhibitors may not circulate in public spaces, aisles, meeting rooms or in the registration areas. Exhibitor personnel may not enter, photograph or videotape the exhibit space of another Exhibitor without written permission from the later. Furthermore, Exhibitors are expressly prohibited from discussing brand names, products, or other Exhibitors with attendees. No smoking is permitted anywhere in the convention center at any time. Alcohol is prohibited and is not allowed on the Exhibition floor at any time. Exhibitors may not perform experimental procedures, demonstrate intraoral techniques or otherwise practice dentistry upon patients in the convention hall. Any company/exhibitor circumventing the rules and caught in violation will be expelled from the Exhibit Hall immediately without refund and will be excluded from future invitations to exhibit at a Sponsor meeting indefinitely. The AAP reserves the right to refuse any Exhibitor, guest or attendee admission to the educational sessions.

36. SECURITY

Reliable security individuals will be provided to guard the exhibit hall on a 24-hour basis. The American Academy of Periodontology assumes no responsibility for the loss or theft of exhibit material or merchandise and urges the Exhibitor to take every security precaution and coverage to prevent loss.

37. FDA CLEARANCE

Practitioners look to the evaluation and acceptance programs of the American Dental Association (ADA) and approval by the Food and Drug Administration (FDA). Drugs or devices which require pre-market clearance; or approval from the FDA; or which must comply with established product standards, will not be eligible for exhibiting unless FDA clearance or approval has been obtained or the appropriate product standard is met. Exhibitors understand and agree that permission from the FDA to exhibit devices that are not cleared or approved must be obtained prior to the Exhibition of the product. If the FDA denies or withdraws its permission to exhibit any device that is not approved or cleared, the Sponsor reserves the right to either (a) restrict the display in the Exhibitor's booth to products and services meeting all exhibition requirements, standards and procedures; or (b) cancel the Exhibitor's contract if the FDA has denied or withdrawn its permission on the only product(s) that the Exhibitor planned to display. In no event shall AAP's liability, if any, exceed the rental payment made to AAP by the Exhibitor.

Exhibitors (both domestic and foreign) may display devices that have not obtained pre-market clearance or approval from the FDA under the following limited conditions:

1. The FDA has given permission to show the device for Exhibition purposes only.
2. Documentation of FDA permission must be submitted to the AAP with the Application/Contract for exhibit space.
3. No orders can be taken nor can any prices be quoted for these devices.
4. The Exhibitor shall prepare and conspicuously display at the exhibit booth an appropriate sign indicating the lack of pre-market clearance or approval. In the case of an un-cleared device with a pending 510(k) submission, the sign must state "Pending 510(k) clearance, not available for sale within the United States." In the case of an unapproved device without pending 510(k) notice, the sign must read "Not available in the United States."
5. Devices that are under investigational study may be exhibited if the device is appropriately and conspicuously displayed with the following statement "CAUTION: Investigational device. Limited by Federal law to investigational use only."

An Exhibitor who violates the above standards may be ineligible to participate in any future Sponsor Exhibitions.

38. ENFORCEMENT OF RULES AND REGULATIONS/ VIOLATIONS POLICY

1st Violation - Loss of current year priority points

2nd Violation - Loss of one half of accrued priority points

3rd Violation - Loss of remainder of priority points

4th Violation - One year suspension of exhibiting privileges

39. GENERAL - These regulations are to be construed as a part of the agreement between the Exhibitor and the Sponsor. The Sponsor reserves the right to interpret all matters and questions not covered by these Regulations. These Regulations may be amended at any time by the Sponsor and all amendments shall be equally binding on all parties affected by them as the original Regulations. In the event of any amendments or additions to these Regulations, written notice will be given by the Sponsor to those Exhibitors affected by them.

FOR MORE INFORMATION, CONTACT:

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The American Academy of Periodontology recognizes the need to comply with the Americans with Disabilities Act. Please contact the Exhibition Manager for additional information.