

AATS /ACC Heart Valve Summit 2009 Exhibit Space Agreement
September 10-12, 2009 / Marriott Hotel Downtown Magnificent Mile / Chicago, IL

Please complete all sections of this application and either type or print in each section. Payment of 50% of total commitment is due with agreement before July 24, 2009. Final payment of the remaining balance is due no later than July 24, 2009.

CONTACT INFORMATION

Contact Person This person will receive all correspondence pertaining to this meeting.

Title

Telephone number _____ **Fax number** _____

Email address

Company Name

Street Address

City/State/Postal Code /Country

EXHIBIT SPACE:

Table top Display - \$3000

Location preferences: (List table numbers)

1st Choice _____ 3rd Choice _____

2nd Choice _____ 4th Choice _____

of table(s) ___ x \$3000 = Total Amount \$ _____

We would like to be near _____

We would not like to be near _____

The Association will make every effort to honor your location requests.

PROGRAM BOOK LISTING: Please email a 50 word description to jgecawicz@pri.com by February 12, 2010 to be included in the Final Program Book. When emailing description please include the following:

1. "AATS / ACC" in the subject line of your email.
2. Company Name
3. Mailing Address
4. Company website address
5. 50 word description

If your description is substantially over 50 words we reserve the right to edit your submission.

PAYMENT METHOD:
 Check amount enclosed: \$ _____

CREDIT CARD
 American Express MasterCard Visa

Amount to be charged: \$ _____

Credit Card Number _____

Expiration Date _____ Security Code (3-4 numbers on front or back of card) _____

Name as it appears on credit card _____

Cardholder's Signature _____

Please check if credit card billing address is same as contact information at the top of the form.
 If billing address is not the same please enter below.

Company Name

Street Address

City/State/Postal Code /Country

WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE PROSPECTUS AND THIS APPLICATION (FRONT AND BACK). ACCEPTANCE OF THIS APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT. CONFIRMATION WILL BE SENT ON OR AFTER July 24, 2009.

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

If you have any questions please contact us at 978-927-8330 or email us at industry@aats.org

FOR AATS USE ONLY

Date received: _____ Total Amount due: \$ _____

Amount received: _____ Accepted by: _____

ID #: _____

PIF by July 24, 2009 \$ _____

Space Assignment: _____ Date assigned: _____

New space assignment: _____ Date assigned: _____

EXHIBIT SPACE APPLICATION (Page 2)

AATS /ACC Heart Valve Summit 2009 ♦ Sept. 10-12, 2009 ♦ Marriott Hotel Downtown ♦ Chicago, IL

The American Association for Thoracic Surgery and its authorized representatives are hereinafter referred to as "Show Management."

1. PAYMENT AND REFUNDS. Applications submitted prior to July 24, 2009 must be accompanied by a deposit in the amount of 50% of the total booth fee. The balance of the space rental charge will become due and payable on July 24, 2009. Applications submitted after July 24, 2009 must be accompanied by payment IN FULL. Applications received without such payment will not be processed nor will space assignments be made.

If Show Management receives a written request for cancellation or downgrade of space on or before July 24, 2009, the exhibitor will be liable for a 25% processing fee. For cancellations or downgrades received after June 24, 2009, no refunds will be issued.

It is expressly agreed by the exhibitor that in the event he fails to pay the space rental at the times specified, or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount paid by him for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved.

2. SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXPOSITION.**

3. USE OF SPACE, SUBLETTING OF SPACE. No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the exhibitor's display, parent or subsidiary companies excepted.

Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

4. EXHIBITORS AUTHORIZED REPRESENTATIVE. Each exhibitor must name one person to be his representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible. The exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children sixteen (16) years of age and under will not be admitted to the exhibit halls at any time.

5. INSTALLATION AND REMOVAL. Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Installation of all exhibits must be fully completed by the opening time of the exposition. Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or repack any part of his exhibit until after the closing of the Show.

6. ARRANGEMENT OF EXHIBITS. Each exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition.

Exhibitor Plan Review. Booth construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

7. EXHIBITS & PUBLIC POLICY. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition. Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of the exhibitor. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. All booth decorations including carpeting must be flame-proofed and all hangings must clear the floor. Electrical wiring must conform with the National Electrical Code Safety Rules. If inspection indicates any exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at exhibitor's expense.

Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will be made available for such purpose. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used the exhibitor should communicate with Show Management for information concerning facilities or regulations. Exhibitors must comply with City and State fire regulations.

Independent contractors must conform to IAEE, ESCA and ED&PA guidelines. All exhibitor labor must comply with established labor jurisdictions.

8. STORAGE OF PACKING CRATES AND BOXES. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period, but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty".

9. OPERATION OF DISPLAYS. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, are determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

Direct Sales. No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

Contests, Drawings & Lotteries. All unusual promotional activities must be approved in writing by Show Management no later than 60 days prior to the opening of the exposition.

Literature Distribution. All demonstrations or other activities must be confined to the limits of the exhibitor's booth space. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Live Animals. Live animals are prohibited.

Models. Booth representatives, including models or demonstrators, must be properly and modestly clothed. Excessively revealing attire is prohibited.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, public address systems or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens.

10. SOCIAL ACTIVITIES. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

11. LIABILITY AND INSURANCE. See prospectus

12. INDEMNIFICATION. See prospectus

13. CARE OF BUILDING AND EQUIPMENT. Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and décor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

14. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

15. OTHER REGULATIONS. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

16. STATEMENT OF PURPOSE. Program is for scientific and educational purposes only and will not promote the company's products, directly or indirectly.

17. CONTROL OF CONTENT AND SELECTION OF PRESENTERS AND MODERATORS. Sponsor is ultimately responsible for control of content and selection of presenters and moderators. The Company agrees to not attempt to influence the content of the program.

18. DISCLOSURE OF FINANCIAL RELATIONSHIPS. Sponsor will ensure meaningful disclosure to the audience of (a) company funding and (b) any significant relationship between individual speakers or moderators and the company.

19. INVOLVEMENT IN CONTENT. There will be no "scripting", emphasis, or influence on the content by the company or its agents.

20. ANCILLARY PROMOTIONAL ACTIVITIES. No promotional activities will be permitted in the same room or obligate path as the educational activity. No product advertisement will be permitted in the program room.

21. OBJECTIVITY & BALANCE. Sponsor will make every effort to ensure that data regarding the company's products (or competing products) are objectively selected and presented with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatments.

22. LIMITATIONS ON DATA. Sponsor will ensure, to the extent possible, meaningful disclosure of limitations on data, e.g., ongoing research, interim analyses, preliminary data, or unsupported opinion.

23. DISCUSSION OF UNAPPROVED USES. Sponsor will require that presenters disclose when a product is not approved in the United States for the uses under discussion.

24. OPPORTUNITIES FOR DEBATE. Sponsor will ensure meaningful opportunities for questioning or scientific debate.

25. INDEPENDENCE OF SPONSOR IN THE USE OF CONTRIBUTED FUNDS. A. funds should be in the form of an exhibit fee made payable to the American Association for Thoracic Surgery (AATS). B. all other support associated with this CME activity (e.g., distributing brochures, preparing slides, etc.) must be given with the full knowledge and approval of the AATS. C. no other funds from the commercial company will be paid to the program director, faculty, or others involved with the CME activity (additional honoraria, extra social events, etc.)

The Commercial Supporter agrees to abide by all requirements of the ACCME Standards for Commercial Support of Continuing Medical Education (appended).

The American Association for Thoracic Surgery Agrees to:

1. Abide by the ACCME Standards for Commercial Support of Continuing Medical Education;
2. Acknowledge educational support from the commercial company in program brochures, syllabi, and other program materials;
3. upon request, furnish the commercial supporter a report concerning the expenditure of the funds provided.

SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.

DATE

AUTHORIZED SIGNATURE

TITLE