Exhibit Prospectus

International Society of Hair Restoration Surgery's 22nd Annual Scientific Meeting October 8-11, 2014

Shangri-la Hotel Kuala Lumpur; Kuala Lumpur, Malaysia

The International Society of Hair Restoration Surgery (ISHRS) is an international, non-profit medical association comprised of over 1000 physicians specializing in hair loss representing over 60 countries with backgrounds in varying medical specialties including <u>dermatology</u>, <u>plastic surgery</u>, <u>general surgery</u>, and more. Founded in 1993, it was the first, and is now the largest, international society to promote continuing quality improvement and education for professionals in the field of hair restoration surgery.

OUR MISSION

To achieve excellence in medical and surgical outcomes by promoting member education, international collegiality, research, ethics, and public awareness.

WHO SHOULD EXHIBIT

The exhibit program is designed to provide hair transplant surgeons with first-hand information about products and services specific to the area of hair restoration surgery as well as adjunct procedures, and to serve as a forum for updating the physicians' knowledge of current technological advances in the field of hair restoration surgery. The exhibit program is an integral part of the overall program for the ISHRS Annual Scientific Meeting.

The ISHRS encourages exhibitor applications for products and services in the following categories:

- · Surgical instruments, supplies and equipment.
- Pharmaceuticals specific to hair loss, hair restoration and cosmetic surgery.
- · Digital photography and imaging systems and software.
- Office/practice management products.
- Scientific publications.
- · Activities of professional and educational organizations.
- Any products associated with the diagnosis and treatment of hair loss.
- Any products or services associated with the adjunct procedures of interest to hair restoration surgeons.
- Cosmeceuticals specific to hair, hair loss, and hair health.



- To have your company listed in the preliminary Annual Meeting Program Mailer, applications must be received by May 20, 2014.
- To have your company listed in the On-Site Program Guide, applications must be received by <u>August 14, 2014</u>.

PRODUCTS/SERVICES EXHIBITED

Products or services exhibited (or referred to) must be those related to the interests and reducational values of the International Society of Hair Restoration Surgery and normally manufactured or supplied by the exhibitor. Exhibitor may exhibit only those products/services it lists in the ISHRS Product Description on the Application/Contract for Exhibit Space. The ISHRS may refuse to accept the Application of any company or person whose display of goods or services is not compatible, in the sole opinion of the ISHRS, with the general character and objectives of the ISHRS and the Annual Scientific Meeting. In its discretion, the ISHRS may require the exhibitor to provide additional information regarding its products/services

EXHIBIT DATES AND HOURS

NOTE: Exhibit hours are preliminary and subject to change. EXHIBITORS SET-UP:

Wednesday/October 8, 2014 1:00PM-7:00PM

SHOW HOURS:

Thursday/October 9, 2014
Welcome Reception in Exhibit Area: 8:00AM-7:30PM 6:00PM-7:30PM Friday/October 10, 2014 8:00AM-6:00PM Saturday/October 11, 2014 8:30AM-2:15PM

DISMANTLE:

Saturday/October 11, 2014 2:15PM-5:00PM

Exhibits must NOT be disturbed, dismantled or removed before 2:15PM, Saturday, October 11, 2014. All exhibit materials must be removed from the exhibit area by 5:00PM on Saturday, October 11, 2014.

BOOTH INFORMATION

Exhibit booths will be located in the Grand Ballroom Foyer, located on the Basement II Level of the Shangri-la Hotel Kuala Lumpur. This location is directly outside of the General ssion, which takes place in the Grand Ballroom. The exhibit area floor plan is on page 4. NOTE: This floor plan is preliminary and subject to change.

The exhibit program is limited to standard booths that measure 2 meters deep by 3 meters wide and multiples of those standard booths. <u>Booth assignments will be made on a first come, first served basis</u>. Booth number assignments will be confirmed and communicated to the exhibitor contact person (as stated on the application) via e-mail on June 12, 2014. No booth locations are guaranteed until the confirmation on this date. All dimensions are believed to be accurate but are not warranted by the ISHRS. To maintain uniformity and to prevent obstruction of view of adjoining booths, <u>no solid or draped objects cannot be higher than</u> 2.5 meters. All exhibitor materials and signage must stay inside the official booth space and not be placed in the aisles. Exhibit booth representatives also must stay in the booth while representing the company (no "selling in the aisles"). The standard booth fee includes one standard hard shell scheme booth (see photo on back by floor plan - multiple booths are also possible – back wall is 2.5 meters high and side walls are 1 meter high); general ambient lighting, a basic ID sign showing company name and booth #; the exhibit space; janitorial service for <u>aisles</u> of the exhibit area; registration for up to <u>four</u> (4) company exhibit representatives; and a one year listing in the Online Buyers Guide which is located in the members only section of the ISHRS website.

The exhibit area is carpeted. Sufficient lighting is provided for adequate general illumination in the exhibit area, but no individual lights or electrical outlets are provided in the booth space for product lighting (only for the provided ambient fluorescent lights). All electrical work must be supplied by the exclusive electrical contractor for the meeting. All draping or display materials of cloth must be fireproofed. Under no conditions will oils, gases, or other combustible or flammable materials be permitted in the exhibit area.

All packing containers, excelsior, wrapping paper, etc., are to be removed from the floor and must not be stored under tables or behind displays. Exhibitors represent and warrant that they shall comply with all national, state, and local fire regulations and accept full responsibility for such compliance

PAYMENT/DEPOSIT/REFUND
Fees are \$3,250.00 USD per 2 meter x 3 meter booth. A 50% deposit of \$1,625.00 USD per booth must be submitted with the application for exhibit space. There is a limit of 4 adjacent booths (a "quad") per company. No application will be processed or space assigned until the deposit is received. Space must be fully paid for by August 1, 2014. If assigned space is not paid for by August 1, 2014, it may be reassigned, sold or canceled by the ISHRS.

CANCELLATION POLICY

Written notification of an exhibitor's decision to cancel must be faxed or e-mailed to Jule Uddfolk, Meetings & Exhibits Manager, at the ISHRS Headquarters office (fax: 1-630-262-1520). info@ishrs.org). It is the exhibitor's responsibility to assure the cancellation was received. If written notification of cancellation is received at the ISHRS Headquarters office, the following policies will apply:

- Received by July 1, 2014: Full refund less \$100 administrative fee
- Received July 2-August 1, 2014: 50% refund of full booth(s) fee less \$100 administrative fee
- After August 1, 2014: No refund

IMPORTANT DEADLINES

May 20: Application with deposit must be received to be listed as an exhibitor in the preliminary Annual Meeting Program mailer (company name only listed).

June 12: Notification of booth assignment by e-mail.

August 1: Final payment on booths due

August 1: Exhibitor Information Form & Ancillary Function Request Form due

August 14: Product/service description due for inclusion in the Onsite Program Guide. Exhibit application must be accepted by this date to be listed in the Onsite Program Guide

September 23: Final day that exhibit applications may be accepted and the final day to apply for the room drop marketing opportunity

SUBLETTING/USE OF SPACE

Exhibitors shall not assign or sublet any space allotted to them and shall not advertise or display goods other than those manufactured or sold by them in the regular course of their olspiay goods other than those manufactured or sold by them in the regular course of their business. No person, firm or organization that has not contracted with the ISHRS for occupancy of exhibit space will be permitted to display or demonstrate any products, processes or services, solicit orders, wear exhibitor identification badges, or distribute advertising or other materials at the exhibition or the Annual Scientific Meeting in general. Any infringement of this regulation will result in prompt removal of the offending person(s). The ISHRS reserves the right to (i) refuse Applications of Exhibitors not meeting the Society's required or expected standards, and (ii) remove exhibits or parts of exhibits that reflect against the character of the Annual Scientific Meeting at any time before and/or during the exhibition. This applies to displays, literature, advertisements, novelties, souvenirs, conduct of persons, etc. The ISHRS does not in any manner endorse any of the products or services related to the exhibits which have been accepted for display during the Annual Scientific Meeting.

ASSIGNMENT OF SPACE

Booth assignments will be made on a first come, first served basis. Booth assignments will be confirmed and communicated to the listed exhibitor contact person via e-mail on June 12. You may indicate your booth location preference during the online registration process, which will be considered but is not guaranteed. The exhibit floor plan is on page 4 of this Invitation to Exhibit, along with a photo of this year's booth style, the hard shell scheme (floor plan tentative and may change). The ISHRS reserves the right to amend the floor plan and booth assignments.

PROGRAM GUIDE LISTINGS

Each exhibitor must submit a description of the product(s) and/or service(s) to be displayed in order for the application to be accepted. If the application is received by May 20, 2014, the exhibiting company's name will be published in the preliminary Annual Meeting Program mailer. If the application is received by August 14, 2014, the exhibitor's full description will be published in the On-site Program Guide.

CONTRACTOR SERVICES

Qube Integrated Malaysia Sdn Bhd is the official and exclusive exposition service contractor for the meeting. Qube is the sole official provider of the following services: trade show rental equipment & furnishings, carpet rental (note the exhibit area is carpeted), exhibit labor for installation & dismantle, and inside booth cleaning services. If an exhibiting company hires a non-official contractor to assemble its booth, the exhibiting company will be required to adhere to Qube's terms for non-official contractors, as will be listed in the Exhibitor Service Manual. This will involve an administration fee, a refundable performance bond, and signing a written undertaking document to guarantee conduct, proper schedule of production and observance of the exhibition and hall regulations.

Agility Logistics Sdn Bhd is the official provider of freight forwarding, material handling

and customs clearance services. Their service manual will be distributed with the Exhibitor

The official suppliers for audio-visual equipment, computer rentals, and electrical will be listed

in the exhibitor service manual. The Shangri-la Hotel Kuala Lumpur provides <u>complimentary internet service throughout</u> the hotel, including the meeting space and exhibit area. However, this is a shared line (100 Mbps) for all users. If you require a dedicated line for assured connection, you will want to order a dedicated line through the hotel. The instructions for this will be in the ISHRS Exhibitor Service Manual.

The official contractors act on their own behalf in all arrangements with exhibitors and are not an agent, employee or representative of the ISHRS. All services or materials supplied by the contractors on order of the exhibitor will be billed directly by the contractor to the exhibitor. Therefore, the ISHRS does not assume any liability or responsibility for any act performed or omitted by such official contractor.

Ordering of services: The full details for placing orders will appear in the ISHRS Exhibitor

Service Manual which you will receive electronically in **mid-June**. The exhibitor must abide by all rules and procedures that are outlined in the Exhibitor Service Manual.

EXHIBITOR INFORMATION FORM/BADGES
A link to the Exhibitor Information Form will be sent to each exhibiting company with their exhibitor confirmation. This important form will consist of two parts: 1) Booth Representative Registration for Badges, and 2) Gala Dinner Ticket Orders. For badge purposes, this form should be returned no later than August 1, 2014. All exhibitor representatives must be approved in advance of the show, therefore this form must be returned by August 1 2014. No exhibitor will be admitted to the exhibit area without an exhibitor's badge and ribbon Each exhibiting company is allowed four (4) registrations per booth without charge. Additional booth representatives beyond 4 per booth are not allowed. Badges are to be picked up at the ISHRS registration desk will be located in the Lower Lobby Level at the Shangri-la Hotel Kuala Lumpur. Meeting venue information will be included in the program book and in your confirmation letter.

LIABILITY/INSURANCE/SECURITY

All property of the exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the Shangri-la Hotel Kuala Lumpur. None of the ISHRS, Qube Integrated Malaysia Sdn Bhd, Agility Logistics Sdn Bhd or the Shangri-la Hotel Kuala Lumpur, or their respective officers, directors, members, agents, or employees, maintain insurance covering exhibitors' property and such parties are not responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and exhibitor hereby expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of the exhibitor. Although security personnel may be provided by the ISHRS for the night time protection of the exhibit area, the ISHRS, Qube Integrated Malaysia Sdn Bhd, Agility Logistics Sdn Bhd and the Shangri-la Hotel Kuala Lumpur shall have no liability whatsoever for theft, loss, or damage to property belonging to exhibitors, their agents, employees, business invitees, visitors, or guests Exhibitors shall carry comprehensive liability coverage, including premises operations and contractual liability coverage, including premises operations and contractual liability coverage of at least \$1,000,000 USD for property damage liability, and statutory workers' compensation with employer's liability with a limit of at least \$100,000 USD. Exhibitors will furnish certificates of insurance if requested by the ISHRS.

INDEMNIFICATION AND RELEASE
Exhibitor shall indemnify, defend, and hold the ISHRS, the Shangri-la Hotel Kuala Lumpur, and their respective directors, officers, members, agents, employees and successors, and each of them, forever harmless from and against: (i) any damage or charges resulting from violation of any law or ordinance or violation of the rules and regulations of either the ISHRS or the Shangri-la Hotel Kuala Lumpur except those occasioned by the gross negligence or willful misconduct of the ISHRS or the Shangri-la Hotel Kuala Lumpur; and (ii) any and all other claims, liabilities, losses, damages, or expenses (including, without limitation, attorneys' fees), whether those of the exhibitor or a third party, arising, directly or indirectly, from exhibitor's occupancy and use of the exhibition premises, or any part thereof, except those arising from the gross negligence or willful misconduct of the ISHRS or the Shangri-la Hotel Kuala Lumpur.

Exhibitor further waives any and all rights it may have against the ISHRS, the Shangri-la Hotel Kuala Lumpur, and their respective directors, officers, members, agents, employees and successors, and each of them, and releases and discharges them from any claim relating to exhibitor's occupancy and use of the exhibition hall, or any part thereof.

CANCELLATION OF MEETING

In the event the Annual Scientific Meeting is not held for any reason whatsoever, the contract for exhibit space shall be terminated. In such case, the exhibitor shall waive all damages and claims for damages and agrees that the sole liability of the ISHRS will be to return to exhibitors their exhibit space fee on a pro rata basis after deduction of all Annual Scientific Meeting related costs and expenses incurred by the ISHRS through the date of cancellation, an administrative fee, and overhead charges

CHANGE OF LOCATION

If the selected location is not available or if, in its sole discretion, the ISHRS believes that it is in its best interests to do so, the ISHRS shall move the Annual Scientific Meeting to another

EXHIBIT SPACE ACTIVITIES

Business activities, circulars and advertising materials of the exhibitor shall only be conducted and/or distributed within the exhibit space assigned to the exhibitor. Exhibitors are permitted to display only the exhibiting firm's products/services for which they are official distributors and to make informal presentations in the booth regarding the firm's product line or service. Exhibitors are prohibited from conducting any activities on the outside grounds, parking area, exhibitors are prominded north conducting any activities on the outside grounds, parking area, or elsewhere at the Shangri-la Hotel Kuala Lumpur. Exhibitors are required to keep the assigned exhibit space in good order at all times. Exhibitors may not place anything in the aisles during open hours. Exhibit representatives must promote their products/services from inside their booth space only and may not linger in the aisles to pull in customers. Exhibitors may offer food and/or beverage in their booths as a traffic builder provided it is ordered through the Shangri-la Hotel Kuala Lumpur (no outside food or beverage is allowed). Promotional activities considered to be objectionable and not in the best interest of the ISHRS and its purpose of education will be expressly prohibited. All unusual or atypical promotional activities, in the ISHRS's sole discretion, must be approved in writing by the ISHRS no later than sixty (60) days prior to the start of the Annual Scientific Meeting. Audiovisual and other sound and attention-getting devices are permitted only in such intensity as, in the sole discretion of the ISHRS, does not interfere with the activities of other exhibitors. The use of microphones in the exhibit booths is strictly prohibited. Films purely for entertainment, without educational or informational value, will not be permitted. The Board of Film Censors, Malaysia, must clear any films and videotapes to be shown at the exhibition. See the Agility Logistics Service Manual for further details on this requirement.

ACCESSIBILITY

Exhibitor represents and warrants that its exhibit space shall be reasonably accessible and usable by persons with disabilities and that it will be in compliance to the extent applicable under regulations implementing Title III of the Americans with Disabilities Act. Exhibitor shall indemnify and hold the ISHRS and its directors, officers, members, agents, and successors, harmless from and against any and all liabilities, claims, losses, damages, and expenses (including attorneys' fees and expenses) that may be incurred by or asserted against the ISHRS, or its directors, officers, members, agents, or successors, on the basis of Exhibitor's breach of the representations and warranties contained in this paragraph or noncompliance with any provision of the Americans with Disabilities Act, and any other federal, state, and local laws and regulations intended to provide equal access for persons with disabilities, applicable to the exhibitor's exhibit.

ADVERTISING

Exhibit items, advertising literature or pamphlets that are distributed may contain only recognized indications and claims. Advertising in any media to the effect that particular products or services have been exhibited at the ISHRS annual Scientific Meeting or which could be construed as an endorsement by the ISHRS or by its members is prohibited. The ISHRS name and logo are the exclusive property of the ISHRS and may not be used in any way, i.e., on promotional materials, literature, giveaways, etc., by anyone for any purpose

EXHIBITOR ATTENDANCE AT THE GENERAL SESSIONS

Exhibitors are welcome to attend the general sessions to gain new perspectives on hair loss and hair restoration surgery and the perspective of both speakers and attendees. However, exhibitors may only enter the general session to hear specific talks related to their products or services and cannot attend it for the entire meeting. With the increased scrutiny of industry-physician relationships by federal and state governments, and medical organizations themselves, it is imperative that the ISHRS ensures its general sessions maintain their objectivity and independence from industry, and foster professional behavior by speakers, attendees, and industry representatives.

Therefore, the ISHRS expects that industry representatives/exhibitors:

- Refrain from asking any questions of the speakers in the meeting room.

 Do not approach the podium/stage at any time and sit in the rear half of the room to avoid any perception of undue industry presence,
- Hold any questions you may have for speakers until you and the speaker are outside of the meeting room.
- Respect the information acquired in the general session. The information cannot be sensationalized or used in advertising.

If this privilege is misused, it may result in an exhibitor not being accepted to exhibit in future years and/or a change in this policy.

All representatives of exhibiting firms must register and wear the official exhibitor's badge for admission to and while in the exhibit area. Company badges will not be accepted in lieu of the official badge. Exhibitors may not deface or mark badges in any manner. Affixing stick-on items, punching, stamping or marking badges is not permitted. Individuals who do not have badges will not be permitted into the exhibit area.

CONFLICTING EVENTS

Companies exhibiting at the ISHRS Annual Scientific Meeting will be required, as a condition of their participation as exhibitors, not to exhibit at, conduct or sponsor conflicting events. Conflicting events are scientific or educational meetings of interest and relevance to hair transplant surgeons (including but not limited to lectures, presentations, seminars or workshops) that are scheduled during the same time frame encompassed by the ISHRS Annual Scientific Meeting. For purposes of this policy, the relevant time frame begins two days immediately prior to the official opening of the ISHRS Annual Scientific Meeting and ends two days after the official close of the ISHRS Annual Scientific Meeting. ISHRS Satellite Symposia opportunities, if held, are not considered conflicting events.

ISHRS approval, which may be granted or denied by the ISHRS at its sole discretion, is required for all exhibitor-sponsored ancillary functions. Requests for such activities must be submitted in writing via the Ancillary Function Request Form to the ISHRS Meeting & Exhibits Manager by August 1, 2014. The request must specify date, time, location, type of function and anticipated attendance. Ancillary functions will only be approved for times that are not in competition with the ISHRS program or Satellite Symposia, in the sole opinion of the ISHRS. The allowed ancillary timeslots are not exclusive – there may be more than one exhibiting company hosting ancillary functions during any given time period. The ISHRS is not holding meeting rooms at the Shangri-la Hotel Kuala Lumpur for exhibitor use. The exhibiting company must secure its own meeting/function space, whether it be at the Shangri-la Hotel Kuala Lumpur or elsewhere, and pay any and all required fees and costs directly. If it is determined that an unapproved ancillary function of any sort has taken place or is scheduled to take place, the ISHRS may deny the exhibitor exhibit space installation or access to the exhibit area, close or remove the exhibitor's exhibit space, prohibit the exhibitor's participation in future Annual Scientific Meetings, or take such other action as the ISHRS, in its sole discretion, deems appropriate.

PRODUCT SALES

Exhibitor acknowledges that it bears sole responsibility for the collection and remission of all sales tax and other obligations arising from its product sales. Due to local regulations, sales on the floor are not allowed, but orders may be taken to fulfill upon return to your office after the

GIVEAWAYS

Atypical giveaways must be approved by the ISHRS (30) thirty days in advance of the Annual Scientific Meeting. If such items are not cleared through the ISHRS before the Annual Scientific Meeting, or are determined to be objectionable or prohibited, the ISHRS has the right to prohibit distribution.

CONTESTS AND DRAWINGS

Exhibitors are allowed to have their own prize drawings and contests within their booth. Exhibitors shall comply with any and all gaming laws applicable to such drawings or contests. The ISHRS will not announce or publish winners, forward prizes, or otherwise be responsible for an exhibitor's own drawing or contest.

MUSIC LICENSING

Exhibitors shall obtain any and all licenses or grants of authority required of exhibitors under the copyright laws, including, but not limited to, those relating to the performance of music, whether live or recorded. A copy of such licenses will be furnished to the ISHRS if requested.

FDA REGULATIONS
Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the U.S. may be exhibited only if accompanied by easily visible signs indicating the status of the product. Exhibitors shall have available at the booth a letter from the FDA that describes the allowable use of any drug or device exhibited.

In keeping with recommended safety guidelines for lasers, the ISHRS has adopted regulations for laser exhibitors. Exhibitors operating, or permitting the operation of, lasers represent and warrant that: (i) they shall comply with the ISHRS regulations; and (ii) such lasers will be operated only in a manner that presents no safety risks for exhibition attendees and/or the

LASER REGULATIONS

- Lasers must be operated in a manner that is consistent with the accepted industry safety standards (i.e., ANSI standards and/or American Laser Institute standards). Under no circumstances may a laser be operated in a manner that poses a safety risk to persons standing or walking in the vicinity of the exhibitor's booth.

 2. Lasers must be operated only within an enclosed space with eye protection for those
- viewing and operating the lasers.

 All demonstrations of CO2 lasers must be conducted in clear plastic boxes with all sides enclosed, including the top. Smoke evacuators must be used.
- Appropriate plastic colored cubicles must also be available for any other type of laser being used, particularly dye, KTP, and ruby lasers.
- No laser equipment may be left unattended in operable condition.

OTHER REGULATIONS

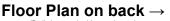
It is the responsibility of the exhibiting company to see that all booth staff is aware of and adhere to these rules and conduct themselves in a professional manner throughout this

The ISHRS shall have the sole authority to interpret and enforce all rules and regulations governing exhibitors and the Annual Scientific Meeting. Any and all matters not specifically covered herein are subject to decision by the ISHRS. These rules and regulations may be amended at any time by the ISHRS upon written notice to all exhibitors. Each exhibitor expressly agrees to be bound by the rules and regulations set forth herein and by any amendments thereto adopted by the ISHRS from time to time. Any exhibitor or exhibitor representative who, in the opinion of the ISHRS, conducts itself unethically may immediately be dismissed from the Annual Scientific Meeting without refund or other appeal.

VIOLATION OF RULES

Any violation by an exhibitor of the ISHRS's rules and regulations may, at the ISHRS's discretion, result in denial of access to the exhibit area, denial of exhibit space installation, closing or removal of the exhibitor's exhibit space, and/or prohibition on participation in future Annual Scientific Meetings. In the event exhibitor violates the rules and regulations and is prohibited from continued use of the exhibit space, exhibitor's exhibit space fee, or any portion of it is non-refundable

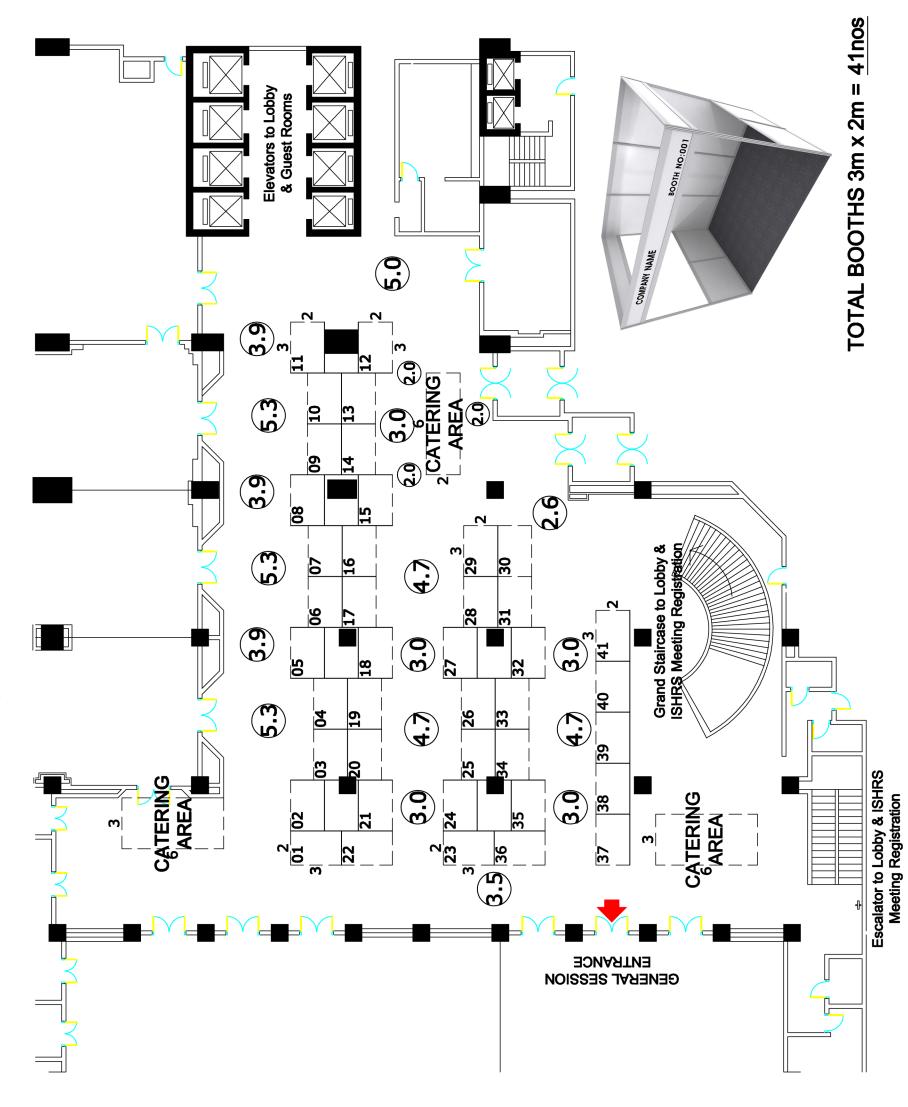
For further information contact:
Jule Uddfolk, CMP, Meetings & Exhibits Manager
International Society of Hair Restoration Surgery 303 West State Street, Geneva, IL 60134, USA Direct Phone: 1-773-883-1236, HQ Phone: 1-630-262-5399, Fax: 1-630-262-1520 Direct email address: juddfolk@ishrs.org; HQ E-mail: info@ishrs.org

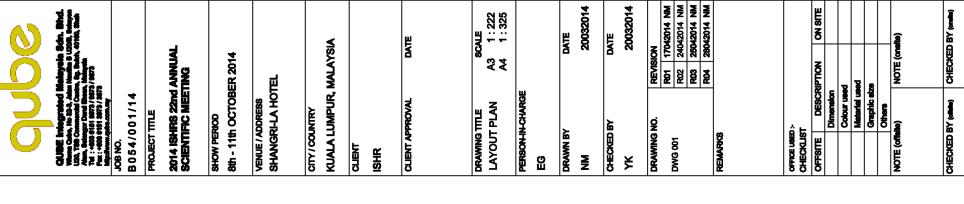


2014 ISHRS 22nd ANNUAL SCIENTIFIC MEETING

SHANGRI-LA HOTEL, KUALA LUMPUR

8th - 11th OCTOBER 2014





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