

EXHIBIT RULES AND REGULATIONS

Application and Contract Information: To reserve exhibit space complete the Sponsor/Exhibitor Application and return it to *AdvaMed* along with full payment. All reservations must be made on the official application and no space will be assigned until both the application and payment are received. Exhibit space will be assigned by sponsorship level and booth size, then by the date received. By submitting an application, you agree to adhere to the exhibitor rules and regulations prior to applying for booth space.

Space Assignment: *AdvaMed* assigns space based on a points system using sponsorship and exhibit investment from the previous five years plus current year sponsorship level, then by the application/payment date and then on a first-come basis.

For *The MedTech Conference*, points are earned as follows:

- 1 point per \$5,000 in sponsorship (2012-2019)
- 1 point per 10x10 booth (2012-2017)

Eligibility to exhibit is at the discretion of *AdvaMed* and is generally restricted to companies directly related to the MedTech field. *AdvaMed* reserves the right to determine the eligibility of any company that submits an exhibit application.

AdvaMed will make every effort to accommodate your preferences and requests. *AdvaMed* reserves the right to make any modifications that may be necessary to best accommodate all requests for space. Companies requesting adjoining space or any special requests should submit them in writing along with the application to exhibit.

Booth Relocation: If it becomes necessary to relocate an exhibitor after a contract has been accepted, *AdvaMed* will contact the company involved. Every effort will be made to reassign the exhibitor to a similar space.

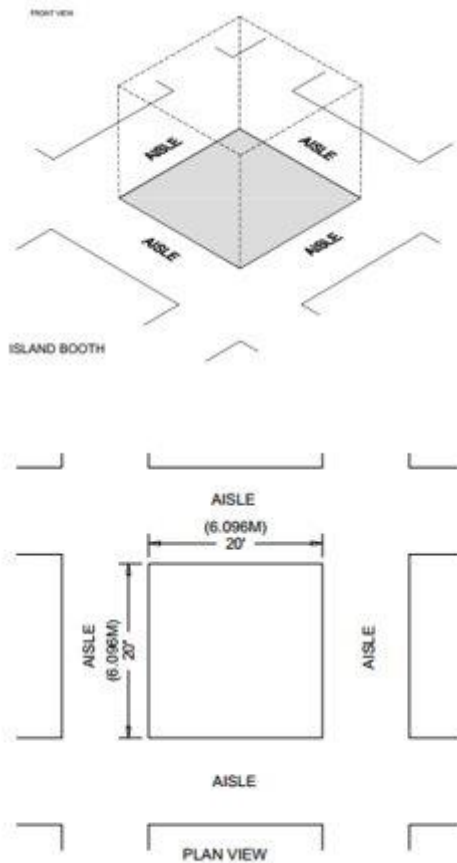
Contract Acceptance: The character of all exhibits is subject to the approval of *AdvaMed*. *AdvaMed* reserves the right to refuse contracts that do not meet its standards and to curtail exhibits or parts thereof that do not appropriately reflect the character of the meeting. This reservation applies to persons, conduct, articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitations, that affect the character of the exhibit or meeting. Exhibits are restricted to products and services related to the professional nature of the event.

Assignment of Exhibit Space: The Exhibitor shall not assign or sub-license to a third party its rights hereunder to the Exhibit Space, or any portion thereof, without the written consent of *AdvaMed*, which *AdvaMed* may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee or sub-licensee and all its representatives.

Licensing of Exhibit Space: *AdvaMed* shall license the Exhibit Space to Exhibitor for the period of the Meeting, provided the building is made available to *AdvaMed*. Such a license is made for the period of this Meeting only and does not imply that the same or similar space will be held or offered for future meetings. *AdvaMed* reserves the right to terminate this Agreement, close the Exhibit Space and remove

Booth Construction and Arrangement:

Island Booths: An Island Booth is typically 20ft by 20ft or larger, although it may be configured differently. The entire cubic content of the space may be used up to the maximum allowable height, 20ft, including signage. **All island booths must submit booth renderings per the published exhibitor deadlines.**



Hanging Signs & Graphics: Hanging signs and graphics must be pre-approved by *AdvaMed* and the Convention Center. Hanging signs and graphics should be submitted per the published exhibitor deadlines a minimum of sixty (60) days in advance to lhinton@advamed.org

Line of Sight: Exhibitors are entitled to a reasonable sightline from the aisle regardless of the size of the booth. When designing booths, good judgment and consideration for neighboring exhibitors and attendees should be your primary objective. There must be 30% visibility on all sides of your booth. Display materials must not obstruct sight lines of neighboring exhibitors regardless of the number of linear booths used.

Displays and Decorations: Booths shall not present an objectionable side appearance when viewed from adjoining booth areas. Flammable materials are not allowed. Merchandise, signs, decorations or display fixtures shall not be pasted, taped, nailed or tacked to walls of the Building. No exhibit, merchandise, equipment, trunks, cases or packing materials shall be left in any aisle. No trunks, cases or

packing materials shall be brought into or out of the Exhibit Space during exhibit hours. No signs, advertising devices or merchandise shall be displayed outside the Exhibit Space or project above or beyond limits of the Exhibit Space.

Admittance: Admittance to technical exhibits is limited to the owners, officers, representatives and employees of exhibiting firms who have contracted for space. Representatives are defined as individuals who receive commission or salary from the exhibiting firm and must be certified by the exhibitor to *AdvaMed* by advance date, which *AdvaMed* specifies. Excluded from this category are representatives who maintain and own inventories of merchandise for resale. Such persons are considered to be dealers and are eligible to purchase exhibit space.

Trademarks: The exhibitor represents and warrants to *AdvaMed* that no materials used in or in connection with their exhibit infringe on the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by exhibitor) or other intellectual property rights of any third party. The exhibitor agrees to immediately notify *AdvaMed* of any information of which the exhibitor becomes aware regarding actual or alleged infringement of any third party trademarks, copyrights or other intellectual property right. The exhibitor agrees to indemnify, defend and hold *AdvaMed* and its agents, their successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by exhibitor of the trademarks, copyrights or any other intellectual property rights of any third party.

Notwithstanding the foregoing, *AdvaMed* shall not be liable for and expressly disclaim all liability for infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any exhibitor.

Use of *The MedTech Conference and AdvaMed* Names, Logos and Floor Plan: The names and logos of *The MedTech Conference*, *AdvaMed* as well as the Freeman floor plan are the property of *AdvaMed*. References to these including place and dates may be made on corporate advertisements with advanced approval.

Labor: Skilled labor to assist exhibitors in erecting/dismantling and/or packing/unpacking exhibits as well as drayage will be handled Freeman Exposition Services. Forms for these services will be available in the Exhibitor Services Manual. *AdvaMed* is not responsible for labor issues, shipping delays or materials shipped via other methods.

Photographs: Only photography of the Exhibit Hall is permitted. No photographs of Exhibit Booths or merchandise shall be taken without the prior written consent of *AdvaMed* and the Exhibitor.

Security: Sponsors and/or exhibitors desiring special security for an exhibit display or any other property belonging to the sponsoring and/or exhibiting organization are responsible for arranging such service. *AdvaMed* is not liable for any exhibiting company's property or for the security of the exhibitor's booth. In-booth security is the responsibility of and at the expense of the exhibitor. Forms for individual security are provided in the Freeman service kit.

Food Service and Distribution of Giveaways: We encourage exhibitors to have food and beverage services at their booth during receptions and throughout the day. This added feature is a great traffic builder and adds to exhibit hours. All food and beverage must be purchased approved vendors at the

Convention Center. Distribution of customary promotions, such as product literature and inexpensive corporate identification giveaways such as note pads, pens and pencils are permitted and do not need written approval. Items must be made available, while supplies last, to all *The MedTech Conference* meeting attendees regardless of registration type or demographics. All non-customary, promotional items must be approved by *AdvaMed* prior to the meeting. Requests should be submitted in writing no later than September 23, 2022 to lhinton@advamed.org. No unapproved, non-customary items may be distributed. Any exhibitor found distributing materials that have not been officially approved will be required to cease distributions immediately.

Registration and Badges: One full access and two booth personnel (exhibit hall only) registrations are provided complimentary with each 10'x10' exhibit space. All exhibitors wishing to register their personnel in advance must register online prior to the close of online registration. Any additions or changes in registration after this date must take place on site by the person in charge of the company's booth space. Admission to the exhibition and all *The MedTech Conference* events is granted only to fully registered attendees. Official badges must be worn whenever the registrant is in the Exhibit Hall; and, exchange of badges between individuals is prohibited. Member, exhibitor, program participant and visitor badges will show the name and affiliation of the wearer. The general public is not admitted into the Exhibit Hall.

Recording or Playing of Music: It is strictly prohibited for exhibitors to record exhibits other than their own. With this exception, no recording by any means (photography, audio tape, videotape, etc.) may take place in the Exhibit Hall or sessions. Violators will be removed and restricted from re-entering the Exhibit Hall or any other official part of the meeting. In general, exhibitors may use sound equipment in their booths so long as the noise level does not disrupt the activities of neighboring exhibitors. Exhibitors should be aware that music played in their booths, whether live or recorded, may be subject to laws governing the use of copyrighted composition.

Agreement to Terms, Condition and Rules: The Exhibitor agrees to observe and abide by the Terms, Conditions and Rules set forth hereafter and by such additional Terms, Conditions and Rules made by the *AdvaMed* from time to time for the efficient or safe operation of *The MedTech Conference* (Meeting), including, but not limited to, those contained in the Exhibitor Prospectus and the Exhibitor Service Kit.

Indemnification: The Exhibitor agrees to indemnify, defend and hold harmless *The MedTech Conference*, Advanced Medical Technology Association (*AdvaMed*), and their officials, officers, agents, representatives, and employees (also referred to as "INDEMNIFIED PARTIES") from and against any and all claims, demands, suits, liability, damages, loss, costs, attorneys' fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of the Exhibitor, or any of its officers, agents, employees, invitees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms, Conditions and Rules, or damage of any kind or nature arising out of or in connection with the Exhibitor's use and /or occupancy of Exhibit Space, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a registered trademark. The INDEMNIFIED PARTIES shall not be held liable for, and are hereby released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause. The Exhibitor is responsible and accountable for the actions of its staff and any appointed contractor or vendor.

Insurance: Exhibitors agree to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance covering themselves for property damage and any acts or omissions which cause bodily injury to any person authorized to be attending the conference or in the convention center during The MedTech Conference. *AdvaMed* does not carry insurance of any sort on the exhibit or other property of Exhibitors, and as set forth in this contract; and assumes no liability for loss or damage thereto from any cause. All Exhibitors and their contractors must have insurance to protect themselves against bodily injury and property damage claims arising from Exhibitor's participation in the Meeting, including but not limited to worker's compensation and commercial general liability insurance in such amounts as are adequate, but in no event less than \$1 million (U.S.) combined single limit for both bodily injury and property damage, per occurrence.

Said insurance shall name *AdvaMed* and the Boston Convention and Exposition Center (BCEC) and their officials, officers, agents, representatives, and employees as additional insured. This insurance shall not be cancelled prior to the termination date of insured's contract with *AdvaMed* or until after thirty (30) days prior written notice has been given to *AdvaMed*. It is agreed that any insurance maintained by *AdvaMed* and the Boston Convention and Exposition Center shall apply in excess of, and not contribute with coverage provided by the Exhibitor or any of its agents, contractors or representatives.

Certificates of insurance must be procured by the exhibiting company and their contractors no later than 30 days prior to the Show. Certificates of insurance for the Exhibitor must be provided on demand to *AdvaMed* by the exhibiting company while the Exhibitor is at the Meeting. Certificates of insurance for Exhibitor's contractors must be delivered to *AdvaMed* no later than the published deadline. Exhibitor's contractors failing to provide proof of insurance coverage to *AdvaMed* by published deadlines will be excluded from participation at the Meeting.

Exhibitor Conduct: The Exhibitor and its representatives shall not congregate or solicit trade in the aisles of the exhibit halls, other exhibitor's Exhibit Space or in any other areas of the Building. Prior written consent of *AdvaMed* is required for any giveaway or contest, for the employment or use of any live model, demonstrator or solicitor, and for any device for the mechanical reproduction or capture of sound or images. In all cases, all exhibitor activities must be confined to the Exhibit Space. *The AdvaMed*, at its sole discretion, may withdraw its consent for booth demonstrations and activities at any time, in which event the Exhibitor shall terminate such activity forthwith. Distribution of pamphlets, brochures or any advertising matter must be confined to the Exhibit Space. The Exhibitor shall not engage in any action or campaign that will distract attendees from attendance at the Show. The Exhibitor shall not enter into another exhibitor's Exhibit Space without invitation or when unattended. Neither the Exhibitor nor any of its representatives shall conduct itself in a manner offensive to standards of decency or good taste. Any dispute between Exhibitors, or any issue with respect to interpretation of these Terms, Conditions and Rules for Exhibitor conduct, shall be brought promptly to the attention of an *The MedTech Conference* staff person whose decision shall be final and binding on all parties.

Closing of Exhibit: If the Exhibitor is the subject of a labor or similar dispute resulting in picketing or overt demonstration in or near the Show Building, *AdvaMed* reserves the right to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space. *AdvaMed* shall be entitled to terminate this Agreement forthwith, close the exhibit and remove the Exhibitor's property from the Exhibit Space at any time for failure by the Exhibitor or its duly authorized assignee or many of its officers, agents, employees or other representatives to perform, meet or

observe any Term, Condition and Rules set forth herein or in the Prospectus, and such Exhibitor shall not be entitled to a refund of any payment.

Force Majeure: This agreement shall terminate in the event that any or all of the conference venues for *The MedTech Conference* are damaged or destroyed by fire or the elements, or by any other cause, including but not limited to government intervention or regulation, military activity, strikes, or any other circumstances that render it impracticable to hold *AdvaMed* or any of its ancillary programs. Sponsoring and/or exhibiting organization agrees to waive any claim for property or other damages in connection with the aforementioned circumstances. If, because of war, fire, strike, terrorist acts, exhibit facility construction or renovation project, government regulation, pandemic, public catastrophe, act of God or the public enemy or other cause beyond the control of *AdvaMed*, the Meeting or any part thereof is prevented from being held, is canceled, or the Exhibit Space becomes unavailable, *AdvaMed* in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by *AdvaMed* and reasonable compensation to *AdvaMed*, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

Americans with Disabilities Act: The Meeting Building shall be responsible for all accessibility requirements and labor accommodation requirements under the federal Americans with Disabilities Act (ADA). *AdvaMed* shall be responsible for those readily achievable, non-permanent accessibility requirements of the ADA, which are applicable to *AdvaMed* if not otherwise provided by the Meeting Building. The Exhibitor agrees that it will comply with any provisions of the ADA, which are applicable to the Exhibitor.

Jurisdiction: Each party hereto consents to the jurisdiction of the courts of Washington, DC for enforcement or interpretation of this Agreement, and further consents to service of process in accordance with the Washington, DC Rules of Procedure.

Applicable Law: The terms of this Agreement shall be governed by the laws of the District of Columbia.