

RULES AND REGULATIONS

A. Vituity RIGHTS AND DUTIES

1. **Permission to Exhibit:** Vituity reserves the right to decide who may rent space. If Vituity accepts this application, that will not imply agreement for Exhibitor to rent space in a later year. Vituity need not give a reason for not renting space to a proposed exhibitor. If Vituity finds your booth description or giveaways questionable, we reserve the right to further review your presence on the show floor and refuse your application.
2. **Space Assignments:** Space assignments are at Vituity's discretion. Vituity will continue making space assignments until approximately 7 days before the conference. Vituity may change space assignment locations after its initial assignment. Vituity may also revise the Exhibit floor plan.
3. **Entering and Changing Exhibits:** To obtain compliance with this Agreement and the Exhibitor Service Manual, Vituity may require Exhibitor to change a display or demonstration in its exhibit.
4. **Security:** Each exhibitor must make provisions for the safeguarding of its materials, equipment, and display at all times. Vituity will not be responsible for the loss of any exhibit by or for any cause. Exhibitors must leave the exhibit space in the same condition as it was found when first occupied. The exhibitor shall assume all responsibility for damage to the space and shall indemnify and hold Vituity harmless for all liability that may ensue from any cause arising from the exhibitor's participation in Vituity's 2026 Annual Partnership Meeting.
5. **Conference Contractors:** Vituity has selected contractors to perform services at the conference. Contractors and their rates will appear in the Exhibitor Service Manual. Vituity has no liability for services performed, prices charged, or materials delivered by those contractors. Vituity has no responsibility for resolving disputes between Exhibitor and those contractors.
6. **Attendance:** Vituity does not promise Exhibitor a specific or estimated number of attendees at the conference.
7. **No-Shows:** If Exhibitor does not staff its booth on time and does not notify Vituity in writing that its staff will be delayed or will not attend, Exhibitor will forfeit fees paid and have no liability for Exhibitor's expenses.
8. **Relocation or Rescheduling:** Vituity reserves the right to change the location and scheduled dates of the conference. In either of those events, Vituity will provide Exhibitor written notice no later than 30 days before the earlier of the original move-in date, or the new move-in date.
9. **Vituity's Cancellation:** If the conference is cancelled due to:
 - a. Acts of God (including adverse weather), public enemy, war, domestic or international terrorism, riot, embargo, sabotage, flood, accident, fire, explosion, pandemic, or labor union action.
 - b. Compliance with an order of a court, an arbitrator, or government agency.
 - c. Insufficient exhibitors or registrants (in Vituity's sole discretion); a reason that Vituity determines would make holding the conference imprudent or impractical, or another cause beyond Vituity's reasonable control, then Exhibitor and

Vituity will have no further obligations to each other. In that event, Vituity may refund all or part of Exhibitor's fees.

10. **Notification of booth space cancellation** must be in writing. Cancellations after September 14, 2026 will be charged 50% of the value of the booth space regardless of payment.
11. **Exclusive Sponsorship Packages and A-la-carte options** may not be cancelled or terminated for any reason, including but not limited to changes in business strategy, financial circumstances, or dissatisfaction with the Event. Sponsor acknowledges that the Organizer will be making financial and logistical commitments based on this agreement, and any cancellation would cause substantial harm. Accordingly, all sponsorship fees are non-refundable, and Sponsor shall remain fully liable for the total sponsorship amount specified in registration confirmation, regardless of actual participation in or use of sponsorship benefits.

B. EXHIBITOR RIGHTS AND DUTIES

1. In exchange for its space rental payment, Exhibitor will receive the following based on the package level selected:
 - a. **Silver Package Includes:**
 - One 6 ft. draped table with 2 chairs, wastebins, basic electric. Exhibit area is carpeted.
 - (2) Conference registrations
 - Conference recognition in onsite signage and mobile app
 - b. **Gold Package Includes: Same as Silver + the following**
 - (3) Conference registrations
 - Inclusion in Exhibitor Passport
 - (25) Drink tickets to pass out for Vituity Party
 - (1) Custom push notification in meeting app
 - c. **Platinum Package Includes: Same as Gold + the following**
 - (4) Conference registrations
 - (50) Drink tickets to pass out for Vituity Party
 - Preferred booth placement
 - (1) Dedicated eBlast sent to conference registrants on sponsor behalf
2. **Location and Proximity:** Exhibitor will exhibit even if Vituity does not meet Exhibitor's space location and proximity preferences.
3. **Space Prohibitions:**
 - a. Exhibitor will not serve alcoholic beverages, use animals (except seeing eye dogs), conduct illegal activities, conduct cash transactions, obstruct the view of adjacent exhibitor booths, or otherwise interfere with other exhibitors, or share its space with another entity whether or not affiliated with Exhibitor.
 - b. Exhibitor will not display or promote goods or services it did not manufacture or sell in the normal course of business for at least three consecutive months before the conference.
 - c. Exhibitor will display only products and services that meet the standards of generally accepted medical practices or that are relevant to the clinical or socioeconomic practice of medicine.

- d. Products that require marketing approval by the U.S. Food and Drug Administration (FDA) must receive that approval before being exhibited.
 - e. Exhibitor may not conduct clinical testing without Vituity consent, which Exhibitor must request in writing at least 45 calendar days before the conference.
 - f. Use of balloons (helium or otherwise), fog machines, open flames, pyrotechnics
 - g. Entering the non-public area of another exhibitor's booth without permission.
 - h. Photography of any kind including use of camera-enabled phones (unless contracted with Vituity Official Photographer or preapproved by Vituity staff as part of a booth activity)
 - i. Unofficial door drops or any promotional marketing, such as napkins, cups, etc., at Vituity hotels.
 - j. Live music, live entertainment, and excessive noise levels
 - k. Use of microphones
 - l. Operating x-ray equipment
 - m. Promotion of Vituity education and/or science programs
 - n. All exhibit properties, including chairs and displays, must remain entirely within the contracted booth space and must not encroach on public aisles.
 - o. Early dismantling is strictly prohibited.
 - p. Only contracted exhibitors may solicit business or distribute materials; any unauthorized solicitation by attendees or non-exhibiting companies in the aisles or public spaces will result in immediate badge revocation and removal from the event without a refund.
4. **Conflicting Activities:** Exhibitor will not extend invitations, call meetings, or encourage absence of attendees, exhibitors, or invited guests from educational sessions or the Exhibit Hall during official hours for those sessions or during Exhibit Hall hours.
5. **Exhibitor Compliance:** Exhibitor will comply with this entire Agreement. Exhibitor will also comply with Convention Center and hotel rules and Vituity Exhibitor Service Manual Rules, as well as guidelines established by the FDA, PhARMA, and AdvaMed. Exhibitor will also comply with applicable federal, state, and local laws, regulations, and ordinances, including without limitation the Americans with Disabilities Act. Exhibitor will inform all its employees and agents of this compliance requirement and will be responsible for their compliance.
6. **Exhibitor Violations:** Despite anything else in this Agreement, including without limitation the Dispute Resolution Section, if Exhibitor violates this Agreement before or during the conference, Vituity may in its sole discretion deny Exhibitor access to or have security personnel remove Exhibitor personnel and property (at Exhibitor's expense) from the conference and Exhibit Area, in which event Exhibitor will not be entitled to a fee refund, expense reimbursement, or other amounts from Vituity.
- b. The Parties will conduct arbitration, including selection of an arbitrator, using expedited arbitration procedures for commercial disputes published by the American Arbitration Association (AAA), whether a dispute meets AAA criteria for expedited procedures, and will hold all proceedings in Emeryville, CA.
4. **Governing Law:** This Agreement will be construed and enforced under the laws of California, without regard to that jurisdiction's conflict of laws rules.
5. **Indemnification:**
- a. Despite anything else in this Agreement, Exhibitor will indemnify, defend, and hold harmless Vituity, its members, employees, agents, officers, directors, affiliates, attorneys, and other representatives ("Indemnities") from all actions and causes of action, claims, demands, liabilities, losses from personal injury and property damage, other losses, damages, fines, taxes, penalties, awards, settlement costs, judgments, interest, attorney fees, court costs, and all other costs, expenses, and charges ("Expenses") which Indemnities incur by reason of a third-party claim directly or indirectly attributable or related to, resulting or arising from, or in connection with, Exhibitor's act, omission, or liability under this Agreement ("Claims").
 - b. If Exhibitor delays providing legal counsel to defend Indemnities, and as a result Indemnities incur legal expenses, Exhibitor will reimburse those expenses at least monthly, upon presentation of attorney invoices.
 - c. After Exhibitor retains legal counsel to defend Indemnities, they may also retain separate legal counsel at their own expense.
6. **Insurance:** Throughout the conference, including move-in and move out days, Exhibitor will maintain at its sole expense all insurance necessary to comply with its obligations and liability.
- Exhibitor will supply Vituity before the conference with its Insurance Certificate that clearly states that:
- a. All Exhibitor obligations and Liability under this Agreement are insured by the listed policies
 - b. Vituity and/or conference venue is a Named Insured and a Certificate Holder for the listed policies.
7. **Liability:**
- a. Vituity is liable to Exhibitor only for failure to provide exhibit space as required. Vituity's maximum liability to Exhibitor will be the lesser of:
 - i. total fees Exhibitor pays net of the submitted fee, or the smaller amount specified elsewhere in this Agreement under circumstances there described.
 - b. Vituity is not liable to Exhibitor for loss or damage suffered by Exhibitor or a third party, including without limitation an occupant of or visitor to Exhibitor's booth, as a result of:
 - i. an act or omission of Vituity or a third party, or material included in or excluded from the Exhibitor Service Manual, including but without limitation provisions in Exhibitor's contracts with conference contractors.
 - c. Exhibitor is liable to Vituity for its own (and its affiliates, contractors, officers, directors, employees, and other agents) negligent, intentional, or willful acts and omissions, breach of contract or warranty, default, misrepresentation, fraud, or misappropriation, directly or indirectly attributable or related to, resulting, or arising from, or in connection with this Agreement. This liability is not limited to:
 - i. insurance coverage limits, or uninsured losses. Exhibitor's liability includes without limitation all Vituity damages from loss of exhibit space rental fees and all parties' use or misuse of

C. GENERAL RIGHTS AND DUTIES

1. **Amendment:** Except as otherwise provided herein, the Parties must both sign a written agreement to amend Part One of this Agreement. Vituity may unilaterally amend Part Two. Part Two changes will be binding on Exhibitor as soon as Vituity gives Exhibitor a copy of those changes.
2. **Assignment or Subcontracting:** Exhibitor will not assign or subcontract this Agreement, its exhibit space, or its duties.
3. **Dispute Resolution:** Except as provided above under Exhibitor Violations:
 - a. The Parties must submit all disputes to binding arbitration including without limitation disputes based on breach of contract, negligence, strict liability, or intentional acts or omissions. No disputes may be litigated, except the Parties may apply to a court for a Temporary Restraining Order, Preliminary Injunction, or other equitable relief to preserve the status quo or prevent irreparable harm.

Exhibitor's space. Exhibitor is liable to the Convention Center or hotel for all damage Exhibitor causes to that facility.

8. Successors: This Agreement will be binding on each party's successors.
9. Survival: The Parties' rights, duties, and legal remedies will survive the conference, except those which by their terms require that conference to be in the future. Examples of surviving provisions include Dispute Resolution, Liability, Indemnification, and Insurance. Examples of provisions not surviving include Vituity's duty to provide exhibit space to Exhibitor.