

This Application & Contract to participate the AHRMM21 Annual Conference & Exhibition (“Event”) at Boston Convention & Exhibition Center (“Event Facility”) over August 8 – 11, 2021, including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by AHRMM. The individual signing this Application & Contract represents and warrants that he/she is duly authorized to execute this binding Application & Contract on behalf of the exhibiting company. By submitting an Application & Contract, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application & Contract by AHRMM with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application & Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between AHRMM and exhibiting company (“Exhibitor”).

1. EVENT MANAGEMENT

SmithBucklin will orchestrate management of Event and will be known as AHRMM Event Management. SmithBucklin is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. SmithBucklin acts as a liaison between exhibitors, AHRMM and all official contractors. If you have any questions about your exhibit booth, contact SmithBucklin directly.

SmithBucklin

330 N. Wabash Ave.

Ste. 2000

Chicago, IL 60611 USA

Phone: 312-673-5607

E-mail: AHRMM@smithbucklin.com

2. BOOTH RENTAL FEE

\$32.35 per square foot / \$3,235 per 10’x10’

\$300 corner fee

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.”

3. ASSIGNMENT OF SPACE

For all Applications and Contracts received on or before May 14, 2021, space is assigned May 19, 2021, via online space selection.

For all Applications and Contracts received on or after May 14, 2021, space will be assigned on a first-come, first-served basis starting the week after the space selection is complete.

Points:

1 point – Sponsorship(s)* valued up to \$5,000

2 points – Each booth purchased for each AHRMM even

2 points – Each previous consecutive AHRMM event in which your company has participated as an exhibitor.

2 points – Sponsorship(s)* valued from \$5,001 to \$10,000

3 points – Sponsorship(s)* valued from \$10,001 to \$15,000

4 points – Sponsorship(s)* valued from \$15,001 or more

*Sponsorship points applied to space assignments for AHRMM21 are those sponsorship points earned from sponsorships purchased for AHRMM20. Sponsorship points earned for Sponsorships purchased for AHRMM21 will be applied to AHRMM22.

If an Exhibitor is acquired by another Exhibitor prior to the initial space selection, the Exhibitors may select booth space using the priority point status of the highest Exhibitor if exhibiting together. Priority points are not combined. If an Exhibitor is acquired by another Exhibitor after their initial space selection, the acquired Exhibitor can retain its originally contracted space, move to the acquiring Exhibitor's booth or alternately combine booth square footage and move to a new location. Exhibitors are obligated financially for the total square footage contracted by each Exhibitor. AHRMM reserves the right to require Exhibitor to provide documentation of acquisition.

All Exhibitors should frequently review their space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. AHRMM anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

AHRMM will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, the Exhibitor shall submit a written request, including the requested size of space to AHRMM@smithbucklin.com. Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by AHRMM Event Management.

AHRMM reserves the right to change Event Hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

4. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitor must remit a 100% percent of their total fee within 30 days of Contract submission. Full payment must be received on or before Friday, July 2, regardless of Contract submission date.

Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Make all checks payable to Association for Healthcare Resource & Materials Management (AHRMM 2021) Event and remit to the following address via the U.S. Postal Service:

Association for Healthcare Resource & Materials Management (AHRMM 2021)
75 Remittance Drive
Suite 1272
Chicago, IL 60675 USA

Alternatively, Exhibitor may remit via overnight courier (e.g., FedEx) to the following address:

AHA-AHRMM
Suite# 1272
5505 North Cumberland Avenue
Suite 307
Chicago, IL 60656-1471

Exhibitors who wish to pay by ACH/wire must email AHRMM@smithbucklin.com for remittance instructions.

AHRMM reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official contractors to deny goods and services.

5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to AHRMM@smithbucklin.com, provided that the cancelling Exhibitor obtains confirmation of AHRMM's receipt of the email on or before the cancellation deadline. For cancellations of space received after Contract submission, Exhibitor is responsible for, and AHRMM shall be entitled to retain, 100% percent of the total Exhibit Booth Fee as a cancellation fee. Notwithstanding the foregoing, Exhibitor will have no right to cancel subsequent to AHRMM cancellation pursuant to Section 6.

6. CANCELLATION OR CHANGES TO EVENT BY AHRMM

If for any reason beyond AHRMM's control AHRMM determines that AHRMM Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that AHRMM shall not refund the Exhibit Booth Fee paid to it by Exhibitor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of AHRMM, AHRMM Event Management, or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to AHRMM for space in the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Exhibitor, as a condition of being permitted by AHRMM to be an Exhibitor in the Event, agrees to indemnify, defend and hold harmless AHRMM, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor may suffer as a result of Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside AHRMM's control. The terms of this provision shall survive the termination or expiration of this Contract.

7. ELIGIBILITY TO EXHIBIT

AHRMM reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of AHRMM, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. An Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Application & Contract to the time of the Event and should AHRMM determine that an Exhibitor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, AHRMM may notify the Exhibitor and may terminate the Application & Contract without liability upon written notice to Exhibitor. Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials for other companies.

8. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of The AHRMM Event as determined by AHRMM in its sole discretion.

9. PROMOTIONAL ACTIVITIES

Further, Exhibitors shall not engage in any promotional activities which AHRMM determines to be outside the purpose and/or character of the AHRMM Event as determined by AHRMM in its sole discretion.

10. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted during the Event at any time. Payment and/or orders may be taken for future delivery.

11. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to AHRMM that no materials used in or in connection with their exhibit infringe 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 AHRMM of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold AHRMM, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, AHRMM, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other

intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

12. USE OF AHRMM NAME

AHRMM, AHRMM21 and the Event logo are registered trademarks owned by AHRMM. Participation by an Exhibitor in the Event does not entitle the Exhibitor to use such names or logos, except that the Exhibitor may reference AHRMM21 and use the Event logo with reference to the Exhibitor’s participation as an Exhibitor at AHRMM21. Participation in the Event does not imply endorsement or approval by AHRMM of any product, service or participant and none shall be claimed by any participant.

13. SET-UP TIME

Set-up of exhibits begins in the Facility at 8:00 am, August 8, 2021. If an exhibit is not set-up by 10:00 am, August 9, 2021, AHRMM reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. AHRMM reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor’s expense. No refund will be made to the original contracting Exhibitor. AHRMM reserves the right to modify move-in/move-out/Event Hours, in which case all Exhibitors will be notified prior to the effective date of such changes.

14. EVENT HOURS

Monday, August 9, 2021
2:30 pm – 6:00 pm

Tuesday, August 10, 2021
9:00 am – 12:00 pm

15. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Event on August 10, 2021, 12:00 pm. No part of an exhibit shall be removed during the Event without special permission from AHRMM Event Management. Any Exhibitor who begins dismantling of its booth before the close of the Event may lose part or all of their priority points and may entirely lose the privilege of exhibiting at future AHRMM events.

All freight must be removed from Facility by 11:00 pm, August 11, 2021. If exhibits are not removed by this time, AHRMM reserves the right to remove exhibits and charge the expense to the Exhibitor and AHRMM shall have no liability for any loss or damage to Exhibitor’s exhibit property caused by such removal.

16. BADGES

Exhibitors are provided (3) complimentary Exhibitor badges per (100) sq. ft. of exhibit space purchased, with a minimum of (3) badges per company. See grid for badge allotment per booth square footage:

Booth Size in Square Feet Number of Complimentary Badges

100 sq. ft.	3
200 sq. ft.	6
300 sq. ft.	9
400 sq. ft.	12
600 sq. ft.	18

Exhibitors are provided (1) complimentary Exhibitor Full Conference badges for access to exhibit hall and education sessions per (100) sq. ft. of exhibit space purchased.

All Exhibitor badges are for Exhibitor’s full and part time employees or contractors. Exhibitor badges allow access to the Exhibit Hall during the following move-in, Event and move-out hours:

Sunday, August 8, 2021 (move-in)
8:00 am – 5:00 pm

Tuesday, August 10, 2021 (Event day 2)
9:00 am – 12:00 pm

Monday, August 9, 2021 (move-in)
7:00 am – 10:00 am

Tuesday, August 10, 2021 (move-out)
12:00 pm – 7:00 pm

Monday, August 9, 2021 (Event day 1)
2:30 pm – 6:00 pm

Wednesday, August 11, 2021 (move-out)
8:00 am – 12:00 pm

Event attendees do not have access to the Exhibit Hall until 2:30 pm on August 9 and 9:00 am on August 10. Exhibitors who give their badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of AHRMM, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future AHRMM events. AHRMM reserves the right to give an Exhibit Hall pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

17. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted on the Exhibit Hall at any time. Any attendees arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

18. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither AHRMM, its directors, officers, employees, agents, subcontractors nor AHRMM Event Management (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

19. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, its employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or AHRMM is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR AHRMM BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

20. INSURANCE

Exhibitors are required to maintain and to provide a certificate of insurance to AHRMM Event Management on or before July 8, 2021, evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

AHRMM, SmithBucklin Corporation and the Boston Convention & Exhibition Center are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitors will not be permitted to set up their booth without submitting the proper certificates. Certificates should be sent to:

AHRMM Event Management
C/O SmithBucklin
330 N. Wabash Ave.
Ste. 2000
Chicago, IL 60611 USA

21. USE OF SPACE — GENERAL

- (a) No Exhibitor is permitted to display or distribute literature or any promotion outside the confines of the assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. AHRMM also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by AHRMM or AHRMM Event Management as not suitable for display at the Event.
- (b) Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, and price) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitors, or their agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers, popcorn, or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned for the Exhibit Hall, must be approved with AHRMM. Details should be submitted to AHRMM Event Management via email to AHRMM@smithbucklin.com at least 10 business days prior to the start of the Event. AHRMM reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- (f) AHRMM allows drawings, games of chance and raffles on the Exhibit Hall, subject to the prior written approval of AHRMM. Exhibitors must abide by all Boston statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.
- (h) Exhibitors must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email AHRMM@smithbucklin.com.
- (i) AHRMM Event Management shall publish health and safety guidelines for COVID based on CDC recommendations and the Facility General Policies, Rules, and Regulations in the Exhibitor Services Manual. Exhibitor agrees to abide by the guidelines. AHRMM reserves the right to update, change or amend the guidelines after publication in the Exhibitor Services Manual.
- (j) All Exhibitors shall be responsible for compliance with the Americans with Disabilities Act. The Exhibitor shall indemnify, defend and hold Event Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this

provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make your exhibit accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950
Pennsylvania Avenue, NW
Washington, D.C. 20530 USA
Phone: 800.514.0301 (voice) 800.514.0383 (TTY)
www.ada.gov

- (k) Any Exhibitor occupying an Island, Split Island, Peninsula or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, to AHRMM Event Management for review and approval by June 7, 2021. All Exhibitors who received a written booth violation notice at the Event in 2020 are required to submit a detailed floor plan, including dimensions, to AHRMM Event Management for review and approval by June 7, 2021. Floor plans should be submitted via email to AHRMM@smithbucklin.com.
- (l) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.
- (m) Any compressed gas tanks must be ordered through facility Exhibitor Services and must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Event Hours. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Both the AHRMM and Facility reserve the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (n) AHRMM shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (o) All booth personnel must be properly and modestly clothed.
- (p) LEVY, the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, LEVY will allow Exhibitors to bring their own food and/or beverage into the Facility for the sole purpose of equipment demonstration, provided the Exhibitor has signed and submitted LEVY sampling and waiver of liability form which can be found in the Exhibitor Services Manual or by emailing AHRMM Event Management at AHRMM@smithbucklin.com. If LEVY is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted. Any Exhibitor who wished to order food or beverages for their booth must obtain approval from AHRMM Event Management.
- (q) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- (r) Exhibitors, at AHRMM's sole discretion, are prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the AHRMM, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the AHRMM and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that AHRMM is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.
- (s) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (t) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (20') (6m) to the top of the sign. Hanging signs are NOT permitted in inline booths.

- (u) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (16') (4.88 m) in all peninsulas, modified peninsulas, split islands and island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email AHRMM@smithbucklin.com.
- (v) In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during the official hours of the Event or any function sponsored in connect with the Event by AHRMM without prior notice to and approval by AHRMM.

22. USE OF SPACE — LIGHTS/ AUDIO, ETC.

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loud speakers or operation of equipment which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Event Management for review and approval by June 7, 2021.
- (g) Vehicles may not be displayed without prior written approval from AHRMM and the Facility Public Safety Department.

23. DISPLAYS OUTSIDE EXHIBIT AREA

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by AHRMM.

24. HOTEL ROOMS, SUITES & MEETING ROOMS

AHRMM reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the AHRMM housing block. These controls have already been set up with each property. The Meeting/Function Space Application is included in the Exhibitor Services Manual to submit requests for function space, including meeting and hospitality rooms. You also may submit your application for meeting space online in the "For Exhibitors" section of the website. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Event Hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of The AHRMM Event are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with AHRMM.

25. ATTENDEE LISTS

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that no other individual or organization are authorized to market or to sell attendee lists of AHRMM. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitors must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold AHRMM, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

26. FIRE REGULATIONS

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Boston Fire Prevention Division.
- (b) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Boston Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

27. LABOR RELATIONS

- (a) Full-time employees of exhibiting companies may set up their own exhibits without assistance from the local union. Any labor services that may be required beyond what your regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through The Expo Group. Proof of full-time employment status may be requested by the Union Steward of any personnel working in your booth.
- (b) If Exhibitors intend to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, the Exhibitor must register their EAC no later than July 12, 2021. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with AHRMM in order for any EACs to gain access to the Exhibit Hall. All EACs are required to wear both a Facility Access Credential and individual event credentials at all times. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System.
- (c) Exhibitors may hand carry their own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. The Expo Group controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor. A dock is provided for use by privately operated vehicles.

28. EXHIBITOR SERVICES MANUAL

In May, The Expo Group distributes an Exhibitor Services Manual to each Exhibitor that provides Exhibitors with complete shipping instructions, production information, and other forms for all services needed during installation, Event days and dismantle.

29. WARRANTIES

AHRMM makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, AHRMM, or their respective employees, agents or contractors.

30. AMENDMENTS/ INTERPRETATION

AHRMM reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. AHRMM reserves the sole right to interpret this Contract. All interpretations are final and

are not subject to review or to appeal. Exhibitors which, in the sole interpretation of AHRMM shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events or Events of AHRMM.

31. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or AHRMM. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

32. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, THE AHRMM EVENT, AHRMM , THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "AHRMM PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE AHRMM PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT AHRMM PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE AHRMM PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY AHRMM PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLEY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.