

2023 Premier Annual Breakthroughs Conference and Exhibition

Conference and Exhibition dates- June 20-22, 2023

Exhibition dates – June 21-22, 2023

Gaylord Opryland Resort & Convention Center, Nashville, TN

Rules and Regulations

Exhibiting companies will be held responsible for compliance with these rules and regulations. To avoid liabilities, the Exhibitor is advised to carefully read these rules and regulations as they are incorporated into and constitute an integral part of the contract between your company and Premier Healthcare Alliance, L.P. (“Premier”) when you register to exhibit at the 2023 Premier Annual Breakthroughs Conference and Exhibition (the “Conference and Exhibition”). By completing the booth space registration, you acknowledge you have read, understand and will abide by these rules and regulations and represent that your company meets the Exhibitor Eligibility requirements below.

1. Eligibility

Each Exhibitor MUST have a current group purchasing agreement (“Contract”) and be in good standing with Premier to participate in the Conference and Exhibition. Only products and services under a current Premier Contract at the time of the Conference and Exhibition are permitted to be displayed or marketed during the Conference and Exhibition. Monies submitted to Premier will be returned if a Contract is not current or if Premier deems it necessary to cancel participation. Failure to adhere to the restrictions herein may subject you to possible additional liability.

2. Move-in/out dates and hours

Set-up hours noted here are subject to change, in which case, Exhibitors will be notified in writing.

The exhibit hall will be open for booth set-up on Tuesday, June 20, 2023, 8:00 a.m. – 5:00 p.m. and Wednesday, June 21, 2023, 8:00- 10:00 a.m. All exhibits must be fully installed by show start time on Wednesday, June 21, 2023. After this time, no installation work can be done without permission. If an exhibit has not started set up by 9:00 a.m. Wednesday, June 21, 2023, Premier reserves the right to “force-set” an Exhibitor’s display at their cost, reassign such space to another Exhibitor or to make such other use of the space as deemed necessary or appropriate, and a refund will not be issued to the Exhibitor. If the Exhibitor will be delayed, due to weather or other unforeseeable circumstance, they must notify Premier and inform them of the delay, to avoid having their booth space being regarded as abandoned.

3. Dismantle

Booths must be dismantled on Thursday, June 22, 2023, at the close of the show. No part of an exhibit shall be removed during the show without special permission from Premier. Exhibitors who begin the dismantling of their display before the close of the show may lose future exhibiting privileges or be charged a fine. All exhibit materials must be removed from the Gaylord Opryland Resort & Convention Center by 5:00 p.m. on Thursday, June 22, 2023, at the Exhibitors’ expense. If materials are not removed by this time, Premier has the right to remove the materials and charge the Exhibitor for labor and storage.

4. Exhibit Hall floor plan

The Exhibit Hall floor plan is available on the Premier Breakthroughs website. Premier reserves the right to modify the booth space plan to accommodate space sales, avoid conflicts or to conform to any Procedure. Each 10’ x 10’ booth has an 8-foot back drape panel, 36-inch side drape, an identification sign measuring 7” x 44” with company name. A complimentary furniture package of one 6’ skirted table, two chairs, and a wastebasket will be provided, if exhibitor confirms in advance. Refer to the form in the Exhibitor Service Manual.

5. Giveaway Policy

As part of Premier's Conflict of interest policy, any single giveaway must not exceed \$75 in value. This policy does not dictate the number of giveaways offered, as long as each are below the \$75 limit. Promotional items such as pens, pads, bags, etc. do not count toward the \$75 limit, thus exhibitors may offer these throughout the exhibition. Cash and gift cards of any amount are not allowed.

6. Subletting of space (booth sharing)

Exhibitors may **not** assign, sublet, or apportion any part of the space allotted to them and may not advertise or display goods or services other than those manufactured or sold by them in the regular course of their business **and** currently covered under a current Contract with Premier.

7. Booth space rates and payment schedule

Booth space registration rates are based on registrations received and registrations fees paid during the following dates:

Early-Bird rate: Through Tuesday, January 31, 2023 -
\$6,500 per 100 square feet. Badges must be purchased separately.

Standard rate: Through Friday, June 16, 2023 -
\$7,500 per 100 square feet. Badges must be purchased separately.

On-site rate: Beginning Saturday, June 17, 2023 - \$8,200 per 100 square feet. Badges must be purchased separately.

Except as described in the immediately succeeding paragraph, all booth fees must be paid in full by close of business June 2, 2023.

Please note: exhibitors with an unpaid booth fee on May 01, 2023 are not guaranteed to be included in Premier's marketing materials distributed to all attendees on site, on the Breakthroughs website, including but not limited to mobile application information, Exhibitor Look-up, Breakthroughs Conference and Exhibition Guide and promotional materials to include supplier promotions summary, and Premier may release such booth reservation at its discretion.

All booth reservations received after May 5, 2023 must be accompanied with payment in full.

8. Exhibitor registration fees

All Exhibitors are required to pay a registration fee. Exhibitor registration fees are transferable (until Exhibitor badges are issued at in-person registration at the Conference and Exhibition) but nonrefundable. Exhibitor registration fees (per person) based on registrations received and registrations fees paid during the following dates:

Early Registration: Through June 16, 2023
\$675 full Exhibitor attendance fee

Standard Registration: Beginning June 17, 2023
\$775 full Exhibitor attendance fee

Children under the age of 18 are not permitted on the exhibit floor at any time.

9. Exhibit Booth Fee refund policy

If written cancellation is received a refund will be granted based upon the schedule outlined below:

-On or before April 14, 2023, 90% refund of booth registration fees and Exhibitor attendance fees (to the extent such fees were received by Premier)

-April 15 – April 28, 2023, 50% refund of booth registration fees and Exhibitor attendance fees (to the extent such fees were received by Premier)

-After April 28, 2023, no refund

Exhibiting Company who cancels (i) after April 28, 2023 is liable for the full payment of the original cost of the total exhibit space and any Exhibitor attendance fees and (ii) after April 15, 2023 and prior to April 30, 2023 is liable for 50% payment of the original cost of the total exhibit space and any Exhibitor attendance fees. Premier shall have the right to use cancelled space to suit its own convenience, including the selling of space to another exhibitor without any rebate to the Exhibiting Company.

In the event the Exhibitor provides Premier with written notice requesting to downsize its booth space and such request is accepted by Premier, the Exhibitor's rate shall be adjusted to the new rate for the downsized space. The Exhibitor shall not be entitled to refund for any amounts paid prior to the downsizing request being accepted by Premier.

10. Assignment of booth space

Booth space will be assigned on a first paid-first assigned basis. If the requested space has been assigned, by the time full payment is received, Premier reserves the right to assign the next best available space.

11. Representation of Exhibitor

Each Exhibitor must provide a staff attendant in the exhibit space during the open hours of the exhibit hall. Exhibitors agree to be responsible for wearing badges and having proper identification at all times while attending Conference and Exhibition functions and inside the exhibit hall. The designated booth manager shall represent the Exhibitor in connection with setup, operation and dismantling of such exhibit.

12. Decorating and drayage

GES Exposition Services is the official decorator and supplier of exhibit booths for the meeting. GES will send the Exhibitor order forms for services approximately 60 days in advance of the Conference and Exhibition.

13. Union jurisdiction

GES Exposition Services is responsible for receiving and handling all exhibit material and empty crates. It is their responsibility to manage docks and schedule vehicles for the smooth, efficient move-in and move-out of the exposition. GES Exposition Services is not responsible for any material it does not handle. GES Exposition Services will have complete control of the loading docks at all times. Union labor is available to assist in erecting and dismantling exhibit booths. Union exhibit labor claims jurisdiction for the installation, dismantling, and first cleaning of fabricated exhibits and displays when persons other than company personnel perform this work.

14. Booth construction and arrangement

Displaying any specific member signage in your booth is not permitted. Exhibitors are prohibited from listing current Premier customer's name or displaying a member's logo. Exhibitors are also prohibited from listing names of Premier's competitors or customer's names of such competitors.

Please refer to the Breakthroughs website for the exhibit display and guidelines for booth construction. All exposed parts of displays must be finished as to present an attractive appearance when viewed from the aisles or from adjoining exhibits. Premier is the sole judge as to what is objectionable and may drape off offending areas and bill the costs of such draping to the Exhibitor.

15. Fire and safety

All flammable material must be flameproof before being placed in the exhibit hall. All materials and installations are subject to the fire and safety regulations enforced by state and/or city fire authorities. Exhibitors must provide certification of flame proofing if requested by Premier or fire department. Volatile or flammable fluids, substances or materials of any nature prohibited by fire regulations are not allowed.

The Exhibitor agrees to abide by any and all health, safety, security, or other procedures established by Premier, Gaylord Opryland Resort & Convention Center, GES Exposition Services or any applicable government authority that applies to the Conference and Exhibition (collectively, the "Procedures"), including, without limitation, any Procedure implementing health and safety measures in response to the novel coronavirus (COVID-19) pandemic.

16. Care of exhibit space

The Exhibitor must, at its expense, maintain the contracted exhibit space and keep it in good order. Special cleaning services for your booth are available through GES.

17. Security

Each Exhibitor must make provisions for safeguarding its goods, material, equipment, and display at all times. Premier will not be responsible for the loss of or damage to exhibit materials for or by any cause.

18. Liability

Exhibitor agrees that it will indemnify and hold harmless Premier, its directors, officers, employees and agents from and against all claims on account of injury or damage to any person or property to the extent that any such injury or damage was caused wholly or in part by an act or omission of Exhibitor or any of its agents, employees, contractors, guests, licensees or invitees. Exhibitor agrees that if Premier is made a party to any litigation commenced by or against Exhibitor, or relating to these rules and regulations or the Exhibitors exhibit at the Conference and Exhibition, then Exhibitor will pay all costs and expenses, including reasonable attorney's fees, incurred by or imposed upon Premier by reason of such litigation. Exhibitor shall have its own insurance at its expense in commercially reasonable amounts to cover loss or damage to property or injury to persons, and to cover its obligations under this section. To the maximum extent permitted by applicable law, in no event will Premier be liable under any theory of liability whether in an equitable, legal, or common law action arising hereunder for contract, strict liability, indemnity, tort (including negligence), attorney's fee and costs, or otherwise, for damages which, in the aggregate, exceed the exhibit booth fee and Exhibitor attendance fees paid by the Exhibitor for the Conference and Exhibition.

19. Inability to hold Exhibition

If because of war, fire, strike, terrorist acts, exhibit facility construction or renovation projects, government regulations, public catastrophe, pandemic, acts of God or the public enemy, or other cause beyond the control of Premier, the Exhibition and Conference or any part thereof is prevented from being held, is cancelled by Premier or the exhibit space becomes unavailable, Premier, 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 Premier, and reasonable compensation to Premier, but in no case shall the amount of the refund to the exhibitor exceed the amount of the exhibit fee paid.

20. Special visual and sound effects

An audiovisual device is permitted only in those locations and at such decibel intensity as in the opinion of Premier does not interfere with the activities of neighboring Exhibitors.

21. Irregular activities

Sample giveaways should not interfere with those of other Exhibitors. Where serving of food products is permitted, food preparation should not cause odors considered offensive or objectionable to other Exhibitors or registrants. Exhibitors must observe policies of the Gaylord Opryland Resort & Convention Center and the local county health agency. Publicizing and/or maintaining any extraneous activities, including hospitality suites, endorsements, demonstrations or displays away from the exhibit area during exhibit hours is not permitted. Exhibitor activities must comply with the Gaylord Opryland Resort & Convention Center.

22. Alcoholic Beverages

Alcoholic beverages brought on the premises without the written authorization from Premier and the Gaylord Opryland Resort & Convention Center are strictly prohibited.

23. Conduct of Exhibitors

Exhibitor badges, which are issued at in-person registration at the Conference and Exhibition, are not transferable. Each representative of an exhibiting company must wear the official badge at all times during the Conference and Exhibition. Supplementing this identification with business cards, ribbons, or company logotypes is not permitted. Demonstrations or distribution of literature, etc. is not permitted in the aisles or outside the confines of the exhibit rental space.

24. Conflicting meeting and social events.

In the interest of the success of the entire Conference and Exhibition, the Exhibitors agree not to extend invitations, call meetings, or otherwise encourage absence of attendees or Exhibitors from the Conference and Exhibition or exhibit hall during the official hours of the Conference and Exhibition. Regulations pertaining to the operation of hospitality suite functions during the Conference and Exhibition are as follows:

- a. No hospitality function may take place while planned activities of the Conference and Exhibition are occurring.
- b. Any function not approved by Premier which would compete for attendees' time or interfere with Premier's events, either during the hours of the Conference and Exhibition or hours of the educational sessions and programs, is strictly prohibited.

25. Proprietary Information

The information and materials shared before or during the course of the Conference and Exhibition are proprietary and confidential to this private event and Exhibitor has no rights in or to such confidential information, including further use, except as agreed herein. Should it be determined that Exhibitor does not meet the eligibility requirements, Exhibitor agrees unconditionally to return or destroy any and all information and materials obtained during the Conference and Exhibition and that such materials may not be used or disclosed without permission.

26. Violations

Violations of any of these rules and regulations on the part of the Exhibitor, or its employees or agents shall, at the option of Premier, forfeit the right to occupy space and such Exhibitor will forfeit to Premier all fees paid, in addition to any other rights that Premier may have.

27. General

Attendance at this event is deemed to convey sufficient understanding and acknowledgement that Premier will photograph and film certain portions of the event for use in connection with the event and for other future uses by Premier. Attendance is further deemed to consent and grant to Premier the right to take and publish such photographs and film in advertisements, publications, and promotions in connection with the event, as well as other future Premier uses.

All matters and questions not covered by these rules and regulations are subject to the decision of Premier. Premier may amend these rules and regulations at any time and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original rules and regulations. In the event of any amendments or additions to these rules and regulations, Premier will provide written notice to such Exhibitors as may be affected.

28. Responsible for Own Employees

The Exhibitor's employees remain under their respective direction and control and will receive compensation and benefits as that party from time to time determines. The Exhibitor is responsible for its own employees with regard to compliance with all applicable laws, procedures, rules, and regulations relating to employment, labor, wages, benefits, taxes, and other matters affecting its employees.

29. No Third-Party Beneficiaries

Nothing in these rules and regulations shall be construed as creating or giving rise to any rights in any third parties or any persons or entities other than the Exhibitor and Premier. It is the explicit intention of the Exhibitor and Premier that no person or entity other than the Exhibitor and Premier is, or shall, be entitled to bring any action to enforce any provision of these rules and regulations against either of the Exhibitor or Premier, and that the covenants, undertakings, and agreements set forth in these rules and regulations shall be solely for the benefit of, and shall be enforceable only by, the Exhibitor and Premier or their respective successors and assignees as permitted hereunder. These rules and regulations shall not in any respect increase the rights of beneficiary(s) or any other third party with respect to either party or the duties of either the Exhibitor or Premier to beneficiary(s) or create any rights or remedies on behalf of beneficiary(s) against either the Exhibitor or Premier.

30. Enforceability

Failure of the Exhibitor or Premier to enforce, at any time, any provision of these rules and regulations, or to exercise any right herein provided, shall not in any way be construed to be a waiver of such provision or right in connection with any subsequent event, breach or default, and shall not in any way affect the validity of these rules and regulations, or any part thereof, or limit, prevent or impair the right of the Exhibitor or Premier to subsequently enforce such provision or exercise such right.

31. Good Standing and Authorization

The Exhibitor represents and warrants to the other that it is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation; that it has full power and authority to agree to these rules and regulations and to perform in accordance with their terms; that the execution, delivery and performance of these rules and regulations by the Exhibitor has been fully authorized by all requisite corporate action of the Exhibitor; and that these rules and regulations are a valid and binding obligation of such Exhibitor enforceable in accordance with their terms. The Exhibitor acknowledging these rules and regulations hereby represent that they are authorized to bind their principals.

32. Contract Construction; Severability

Captions in these rules and regulations are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of these rules and regulations, or any provision hereof. If any provision of these rules and regulations, or the applicability of such provision to any person or circumstance, shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such determination shall not affect any other provision of these rules and regulations, all of which

provisions shall remain in effect.

33. Jurisdiction and Venue

This rules and regulations and the performance called for hereunder, and all suits and special proceedings brought hereunder, shall be construed in accordance with and pursuant to the laws of the State of North Carolina, and shall be subject to jurisdiction of the Courts of the State of North Carolina in Mecklenburg County.

34. Entire Agreement; Execution

These rules and regulations constitute the entire rules and regulations governing the Conference and Exhibition as between the Exhibitor and Premier, and supersedes all previous negotiations, commitments, and writings. These rules and regulations may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of Premier. These rules and regulations may be executed by electronic acknowledgement of the Exhibitor which shall constitute a binding agreement on the Exhibitor and Premier. The Exhibitor acknowledges that electronic signatures, whether digital or encrypted, of the Exhibitor including in a website, online portal or other medium is intended to authenticate these rules and regulations and to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by the Exhibitor with the intent to sign such record.

