

ADCES24 EXHIBITOR RULES & REGULATIONS

The above organization is hereinafter referred to as Exhibits Manager or Management. Provisions noted herein are considered Terms and Conditions of this contract. Exhibitor agrees to be responsible for complying with any applicable federal, state, and local laws, regarding but not limited to sales taxes and fair employment. Management reserves the right to refuse space to any applicant, or to refuse promotional opportunities to any exhibiting sponsor, which in the opinion of Management is unlikely to contribute to the overall objectives of the Annual Meeting. Refer also to Amendments clause.

EXHIBITOR ELIGIBILITY: Participation in ADCES24 is limited to manufacturers and suppliers of products and services used in the education and care of diabetes. ADCES reserves the right to accept, reject or condition acceptance based on ADCES's sole discretion, for any reason which need not be disclosed to the applicant.

BOOTH RENTAL: Rental price (In-line booth) includes 8' high x 10' wide back drapes with 6' high x 10' wide side rail drapes; standard (11" x 17") two-line booth sign with booth number and name of exhibitor. Furniture, carpeting, and electrical service are not included in the booth rental. For ADCES24, exhibit heights are restricted to a maximum of 25 feet.

SPACE ASSIGNMENTS: Management shall assign Exhibit Space and reserves the right to change the location of the exhibitor's assigned Exhibit Space as Management deems it necessary in the best interests of the Exhibition. Exhibitors who change the size of their Exhibit Space are not guaranteed the original location and are subject to relocation by Management.

REGISTRATION OF EXHIBIT PERSONNEL FOR THE EXHIBIT AREA: Advance registration will be provided to exhibitors. All exhibitors will be required to register. All exhibiting companies will be entitled to four free exhibitor personnel badges per 100 sq. ft. of space. Comp badges are for exhibit hall access only. If an exhibitor wants to get CE/CME credit they must purchase a full conference registration badge. Additional registrations, substitutions or replacement badges for exhibit personnel will be charged accordingly. Admission to the Exhibit Area will be by badge only.

CANCELLATION: If exhibitor cancels their booth space for any reason, or if Management cancels because of Exhibitor's default or violation of this agreement, monies paid to Management shall be retained as follows: The initial 50% for the booth originally contracted is non-refundable after January 13, 2024. Companies canceling after space

has been assigned will receive a refund of the amount paid in excess of the 50% initial deposit providing written notice is postmarked prior to January 13, 2024. When canceling after January 13, 2024, the full cost of the booth originally contracted is due. The retained rental shall be liquidated damages for the direct and indirect costs incurred by Management for organizing, setting up and providing space for Exhibitor, and losses and additional expenses caused by Exhibitor's withdrawal including re-letting the space. All cancellations must be in writing and refunds will be based on the above schedule according to the date on the written refund request. Note: In addition to full booth payment, if cancellation occurs within 90 days of the event, a \$500.00 penalty will be assessed for each 10 x 10 booth. If ADCES24 does not take place due to the Covid-19 pandemic, this contract is no longer valid. Funds may be applied to the Virtual ADCES24.

SPACE REDUCTION: If exhibitor reduces their booth space, monies paid to Management shall be retained as follows: The initial 50% for the booth originally contracted is non-refundable and must be paid before the downsized booth can be assigned. An amount paid in excess of the 50% initial deposit for the booth originally contracted will be refunded to companies that provide written notice prior to March 15, 2024. When reducing booth size after January 13, 2024, the full cost of the booth originally contracted must be paid in full. In all cases, monies retained will be applied to offset the cost of the downsized booth.

FAILURE TO SET UP: ADCES reserves the right to dismantle, take possession of, and resell the exhibit space if the exhibitor does not set-up two hours before the show. The exhibitor will not be entitled to a refund. Additionally, exhibits must remain intact until the final closing hour of the exhibit hall. Failure to do so will be penalized by 1/4 of booth cost charge. Information regarding receiving shipments and return of crates is provided in the Exhibitor Service Kit.

TERMINATION OF EXHIBIT: Management shall not The above organization is hereinafter referred to as Exhibits Manager or Management. Provisions noted herein are considered Terms and Conditions of this contract. Exhibitor agrees to be responsible for complying with any applicable federal, state, and local laws, regarding but not limited to sales taxes and fair employment. Management reserves the right to refuse space to any applicant, or to refuse promotional opportunities to any exhibiting sponsor, which in the opinion of Management is unlikely to contribute to the overall objectives of the Annual Meeting. Refer also to Amendments clause.

ADCES24 EXHIBITOR RULES & REGULATIONS (CONT.)

CIRCULATION AND SOLICITATION: Distribution of promotional material can only be made within the booth area assigned to the Exhibitor presenting such material. Likewise, all sales solicitation and/or promotional activities must be confined to the booth area assigned to Exhibitor.

CHARACTER OF EXHIBITS: No one under the age of 18 is allowed on the exhibit floor at any time. Promotional activities (except for show-sponsored signage and events) and/or sales solicitation outside of the booth are strictly prohibited. This includes areas within the convention center, across the street and within site of the convention center, and participating hotels. Violators will lose priority points; repeat offenders will be subject to expulsion. Each exhibit must be arranged so that built-up displays or equipment will not occupy the entire floor space of the booth, which prevents the reception of visitors within the limits of each booth. Display equipment must not be placed or displayed outside the Exhibitor's booth. Signs, decorations, and Exhibitor's equipment must not extend above the back wall or along the divider panels in a manner that would obscure the view of adjoining booths. There must be no interference by one exhibitor with the light or space of other exhibitors. Sound apparatus in connection with motion pictures or any similar exhibit must be regulated to a point wherein it will not disturb other exhibitors. Displays must not obstruct the general view, or the view of directional aids. The Management reserves the right to restrict, at any time, any exhibit deemed undesirable, and the Management's decision must be accepted as final.

SUBLETTING OF EXHIBIT SPACE AND PROHIBITED

USES: Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them to other companies or products. Nor shall the exhibitor permit to be exhibited in their space any merchandise not a part of their own regular products, nor shall they exhibit any advertising materials directly pertaining to such merchandise.

EXHIBITOR SERVICES: All services, such as furniture, carpeting, labor, and other services may be arranged through the Service Contractor. An Exhibitor Service Manual will be provided with proper forms for ordering such services. All exhibitors are to comply with union regulations in effect at the exhibit facility. Exhibitor hereby accepts notice that certain services are required to be provided by contractor exclusive to the Ernest N. Morial Convention Center. Management will specify exclusive contractors in the Exhibitor Service Manual.

EXHIBITOR-APPOINTED CONTRACTORS: Exhibitors are requested to use the official contractor. Should an outside contractor be used, exhibitors must secure, in advance, written authorization from Show Management at least 30 days prior to the opening of the exhibits. Outside service contractors shall notify the official contractor and the Exhibit Manager of the names and/or number of regular employees who will be working in the exhibit area during the move-in and move-out period 30 days prior to the opening of the exhibits. Certificates of insurance for Liability and Workmen's Compensation are required for outside contractors working in the exhibit area. The Exhibitor is responsible for notifying his outside contractor of the provisions of the rules and regulations, a copy of which is to be provided by the Exhibitor to the outside contractor. Rules, regulations, and insurance requirements specific to Exhibitor-Appointed Contractors are detailed in the Exhibitor Service Manual. Exhibitor hereby accepts notice that any Exhibitor-Appointed Contractor not fulfilling requirements as directed in the Exhibitor Services Manual will be prohibited from operating on the exhibition floor.

INDEMNIFICATION: The exhibitor or agent signing this agreement agrees to indemnify, defend and hold harmless ADCES, Conventus Media (CM), the Ernest N. Morial Convention Center and their members, directors, officers, employees, attorneys, insurers, and other agents from and against any and all claims by third parties, and related costs and expenses (including legal fees and court costs), arising from breach of this agreement by the exhibitor or agent or from any act or omission of the exhibitor or agent.

LIABILITY AND INSURANCE: The Exhibitor assumes entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibits, displays, equipment and other property brought upon the premises of the designed convention facilities, and shall indemnify and hold harmless the designated convention facilities, their agents, servants and employees from any and all such losses, damages and claims. Exhibitors agree to protect, save and keep ADCES, CM, the Ernest N. Morial Convention Center and their respective directors, officers and employees forever harmless from any damage or charges imposed for violation of any law or ordinance whether occasioned by the exhibitor or those holding under the exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between ADCES and the Ernest N. Morial Convention Center regarding the exhibit premises. An exhibitor shall at all times protect,

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indemnify, save and keep harmless ADCES, CM, and the Ernest N. Morial Convention Center against any and all loss, cost, damage, liability or expense arising from or out of or by reason of said exhibitor's occupancy and use of the exhibit premises or a part thereof. The exhibitor or agent signing this agreement shall provide ADCES with evidence of insurance coverage satisfactory to ADCES upon request. Certificates must name ADCES, CM, the Ernest N. Morial Convention Center and their respective directors, officers, and employees as additional insured. Such evidence shall include certificates of insurance with at least the following limits: Comprehensive General Liability Insurance (including contractual and copyright infringement coverage) with limits of not less than \$1,000,000 with respect to injuries to any one person in an occurrence, \$2,000,000 with respect to injuries to more than one person in any occurrence, and \$500,000 with respect to damage of property; Comprehensive Automobile Insurance covering owned and non-owned vehicles, as well as loading and unloading hazards, with minimum limits of \$1,000,000 per occurrence for bodily injury and \$500,000 for property damage; and Worker's Compensation and Employers' Liability Insurance in a minimum amount of \$1,000,000 individual and aggregate coverage. Though guards are provided by ADCES, the furnishing of such guards shall not be deemed to affect the non-liability of ADCES, its members, officers, representatives or other official service contractors or the Ernest N. Morial Convention Center or to modify in any way the assumptions or risk provided herein.

FOOD SAMPLES: Exhibitors may distribute SAMPLE food and/or beverages OF THEIR PRODUCTS which are limited to products that are manufactured, processed, and distributed by the exhibiting company. By submitting, signing, and completing the Sample Authorization Form your company agrees to comply with ALL conditions and policies in place by the convention center's sampling policy and guidelines provided in the ADCES exhibitor manual. **BIO-HAZARDOUS WASTE DISPOSAL:** All bio-hazardous waste must be disposed of in accordance with OSHA and EPA material handling guidelines and must be handled by a licensed medical waste transporter. This includes sharps, blood, body fluids, or any contaminated items that would be harmful if mixed with other waste.

FIRE REGULATIONS: The exhibitor assumes all responsibility for compliance with local, city and state ordinances and regulations covering fire, safety, and health. No flammable decorations such as crepe paper, tissue paper, cardboard or corrugated paper shall be

used at any time. All packing containers, excelsior and wrapping paper must be flameproof and are to be removed from the floor. This material is NOT to be stored under tables or behind displays. All muslin, velvet, silken or other cloth decorations must stand a flame proof test as prescribed by fire ordinances. All materials and fluids which are flammable are to be kept in safety containers.

MUSIC LICENSING & USE OF COPYRIGHTED WORKS:

The exhibitor or agent signing this agreement shall be responsible for securing any and all necessary licenses or consents for (a) any performances, displays or other uses of copyrighted works, trademarks or patented inventions or designs and (b) any use of any name, likeness, signature, voice or other impression, or other intellectual property owned by others at the event. Among other things, the exhibitor or agent agrees that no musical work protected by copyright will be staged, produced, or otherwise performed, via either "live" or mechanical means, by or on behalf of the exhibitor or agent at the event unless the exhibitor or agent has previously obtained written permission from the copyright owner, or the copyright owner's designee (e.g., ASCAP, BMI, or SESAC) for such use. Furthermore, the exhibitor or agent agrees to be fully responsible for the performance of all obligations under any agreement permitting the use of such music, including, but not limited to, all obligations to report data and to pay royalty fees. Any live musical presentations must be preapproved by ADCES in writing. ADCES reserves the right to determine an acceptable volume for the playing of any live or recorded music.

AMENDMENTS: Exhibitor shall be bound by and comply with all terms and conditions set forth herein and any amendments thereof or additional rules or regulations (e.g., Exhibitor Service Manual, Exhibitor Updates, and other informational mailings). ADCES reserves the right to interpret, amend and enforce the conditions, rules, and regulations of the Agreement. Written notice of any amendments or interpretations shall be given to each exhibitor. Each Exhibitor, for himself, his agents and employees agrees to abide by all conditions, rules and regulations set forth in the Agreement or by any amendment thereto or interpretation thereof of which notice shall have been given. All points not covered are subject to the decision of Management.

PERIMETER MARKETING RADIUS RULE, ADCES24: The Association of Diabetes Care & Education Specialists has established a 5-mile convention center radius perimeter marketing rule, to include airports that all exhibitors must abide by when booking ADCES Annual Meeting

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related advertising. Exhibitors who wish to advertise outside of the convention center proper or at the host city airport(s) are required to use the services of ADCES's official supplier, Conventus Media for city-wide perimeter marketing, which may include but is not limited to airport advertising, transit advertising, billboards, taxi/van wraps, pedicabs, and all other means of guerrilla marketing. Depending on the meeting city, new opportunities may arise; exhibitors are advised to contact Conventus Media

early to learn of each year's ADCES approved offerings. Exhibiting companies will receive the first right of refusal for any opportunity or comparable tactic in the following meeting year. Exhibiting companies who do not abide by ADCES's perimeter marketing guidelines will be penalized in accordance with the "Enforcement of Rules and Regulations Policy" as stated on the exhibitor application for booth space at ADCES.