Advertising & Sponsorship Contract

2027 Terms & Conditions

This Advertising & Sponsorship Contract ("Contract") is entered into by and between the American Society for Health Care Risk Management, a professional membership group of the American Hospital Association ("ASHRM"), and Advertising/Sponsoring Company Name ("Sponsor") shall become effective when it has been submitted by the sponsoring company and accepted by ASHRM. Sponsor wishes to purchase a sponsorship for the opportunities of ASHRM or its affiliates, as specified in the Contract. The following Stand Terms & Conditions ("T&Cs") are agreed upon by and between ASHRM and the entity identified as the Sponsor in the Contract to which these T&Cs are attached and incorporated into by reference to this Contract. The individual signing this Agreement & Contract represents and warrants that he/she is duly authorized to execute this binding Agreement & Contract on behalf of the sponsoring company. Sponsor acknowledges it is purchasing specific date/time opportunities. By signing below, the sponsoring company agrees to be bound by the Terms & Conditions below, including to pay the total sponsorship fees as specified. The sponsoring company agrees that upon acceptance of this Agreement & Contract by ASHRM, with or without appropriate payment of the sponsorship fee and further action by the sponsoring company, this Application & Contract, together with the T&Cs below, (collectively "this Contract") shall become a legally binding contract between ASHRM and sponsoring company ("Sponsor").

1. **MANAGEMENT**

Smithbucklin will orchestrate the management of all sponsorship opportunities, which will be known as "ASHRM Management." Smithbucklin is responsible for sponsorship benefits, sponsorship deliverables, sponsorship logistics and collection of sponsorship payments. Additionally, Smithbucklin is responsible for the assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment for the ASHRM27 Annual Conference, September 12 - 14, 2027 in Columbus, Ohio. If a Sponsor elects to occupy a booth space at the ASHRM27 Annual Conference, the Sponsor agrees to complete an Exhibit Space Application & Contract and remit it to ASHRM Management. Smithbucklin acts as a liaison between exhibitors, sponsors, ASHRM and any third-party contractors. If you have any questions, contact Smithbucklin directly.

Smithbucklin
330 N. Wabash Ave.
Ste. 2000
Chicago, IL 60611
USA Phone: 312-673-5996
E-mail: ASHRM@smithbucklin.com

2. **TERM**

The term of these terms and conditions ("Term") will commence on the date the Contract is signed by both parties and the Sponsorship Fee(s) has/have been received in full by ASHRM, and will continue through the later of (1) the completion of the last Event listed in the Contract or (2) the completion of the deliverables related to other opportunities unless terminated earlier pursuant to these T&Cs.

3. **PAYMENTS, CANCELLATIONS & REFUNDS**

Sponsors must remit 100% percent of their total fees within 30 days of receipt of their invoice from ASHRM Show Management. Full payment must be received on or before June 14, 2027, regardless of Applications & Contract submission date.

Credit card payments can be made online using American Express, MasterCard or Visa. Make all checks payable to ASHRM Annual Conference and remit to the following address via the U.S. Postal Service:

ASHRM
75 Remittance Drive
Suite 1272
Chicago, IL 60675 USA

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

AHA-ASHRM-91272
5503 North Cumberland Avenue
Chicago, Il 60656 USA

Sponsors who wish to pay by ACH/wire must email ASHRM@smithbucklin.com for remittance instructions. ASHRM reserves the right to hold or revoke Sponsor badges for any Sponsor with an unpaid balance and to instruct all official contractors to deny goods and services.

4. **CANCELLATION SPONSORSHIP BY SPONSOR**

Full payment is required, and no refunds whatsoever will be made on cancellations of sponsorship. Sponsor may request changes or substitutions as an alternative resolution to outright sponsorship cancelation, subject to availability. ASHRM does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship, and alternative resolution proposals, must be directed in writing to ASHRM Management; signature required, to the address in Section 1. As an alternative, Sponsor may remit to ASHRM Management via email to **ASHRM@smithbucklin.com**, provided that the Sponsor obtains confirmation of ASHRM's receipt of the email. Notwithstanding the foregoing, Sponsor will have no right to cancel subsequent to ASHRM cancellation pursuant to Section 5.

5. **CANCELLATION OR CHANGES TO SPONSORSHIP BY ASHRM**

ASHRM reserves the right to determine that the sponsorship opportunity, ASHRM27 Annual Conference ("Event") must be canceled, shortened, delayed, dates changed, or otherwise altered or changed, including the change of an Event from in-person to virtual, Sponsor understands and agrees that ASHRM shall not refund the sponsorship fees paid to it by Sponsor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of ASHRM or its directors, officers, employees, agents or subcontractors. ASHRM will work with the Sponsor in good faith to agree on available alternate opportunities, if any, with any final decisions about such alternate opportunities to be made by ASHRM in its sole and reasonable discretion. Sponsor understands that it may lose all monies it has paid to ASHRM for sponsorship, as well as other costs and expenses it has incurred, including travel to the ASHRM27 Annual Conference, set up, lodging, decorator freight, employee wages, etc. Sponsor agrees to indemnify, defend and hold harmless ASHRM, its directors, officers, employees, agents and subcontractors from any and all loss which Sponsor may suffer as a result of ASHRM27 Annual Conference cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason. The terms of this provision shall survive the termination or expiration of this Contract.

6. **ELIGIBILITY**

ASHRM reserves the right to determine the eligibility of any Sponsor and to prohibit a Sponsor from receiving sponsor recognition if, in the sole judgment of ASHRM, the Sponsor shall in any respect be deemed unsuitable. A Sponsor's eligibility to sponsor ASHRM must remain in effect from the time of submission of the Contract to the time the sponsorship

concludes. This includes, but is not limited to, ensuring that Sponsor attendees to the Event(s) are restricted to Sponsor employees, consultants, or agents registered to the Sponsorship team prior to the Event whom shall indicate their connection to Sponsor at all times during the Event as directed by ASHRM. Sponsor will at all times be fully responsible for the acts and/or omissions of each representative. Sponsor may not engage in any activity during the Event that is competitive with ASHRM or which endangers or interferes with the rights of other attendees, sponsors, or staff of the Event, or an Event's activities, as determined by ASHRM at its sole discretion.

7. **INTELLECTUAL PROPERTY MATTERS**

The Sponsor represents and warrants to ASHRM that no materials used in or in connection with their sponsorship infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Sponsor) or other intellectual property rights of any third party. The Sponsor agrees to immediately notify ASHRM of any information of which the Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Sponsor agrees to indemnify, defend and hold ASHRM, 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 Sponsor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, ASHRM, 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 Sponsors. The terms of this provision shall survive the termination or expiration of this Contract.

8. **EDITORIAL CONTROL**

Sponsor acknowledges and agrees that ASHRM, ASHRM Management, its affiliates and, as applicable, the editors, writers and speakers, retain total editorial independence with respect to the content presented in any Sponsorship Opportunity and the selection and presentation there of subject to Section 9 regarding Company Content. Except as expressly detailed in an Addendum, ASHRM is under no obligation to include any author or speaker suggested by Sponsor. In any event, Sponsor shall clearly disclose to ASHRM any financial, employment or other relationship between Sponsor and any suggested speaker or author.

9. **COMPANY CONTENT**

When a Sponsorship Opportunity involves inclusion of Sponsor content (e.g., an advertisement) or branding (e.g., event sponsorship), Sponsor hereby permits ASHRM to

copy, record, distribute, publish and otherwise display Sponsor branding and Sponsor supplied content solely in connection with the applicable Sponsorship Opportunity (including, without limitation, any recordings or publications made from such Sponsorship Opportunity) in the manner agreed with Sponsor, it being understood that any mention or display of Sponsor or its products must be approved by Sponsor. Sponsor is solely responsible for any such content and shall defend, indemnify and hold ASHRM and its affiliates harmless in the event that any third party asserts any claim of infringement or false advertising in connection with the Sponsor content or branding. ASHRM shall only display Sponsor branding in accordance with the written branding guidelines provided by Sponsor to ASHRM in writing. Any and all content, including without limitation any promotional materials or Sponsor-submitted content must be appropriate to ASHRM's mission or the theme of the Event. ASHRM reserves the right to refuse content deemed to be inappropriate. ASHRM reserves the right to cancel a Sponsor opportunity in the rare instance where the final Sponsor submissions are found inappropriate by it in its reasonable discretion. Sponsor acknowledges that it must remit all content (e.g., artwork, logos, written content etc.) in the format and by the due date outlined in their confirmation letter in addition to still being responsible for the sponsorship fee. ASHRM reserves the right to determine an alternative resolution for any sponsor who fails to remit their content in the format and by the due date outlined in their confirmation letter.

10. **USE OF ASHRM NAME, BRANDS & LOGOS**

ASHRM, ASHRM Annual Conference and Event logo are registered trademarks owned by ASHRM. Participation by a Sponsor in the Event does not entitle the Sponsor to use such names or logos, except that the Sponsor may reference the ASHRM 27 Annual Conference and use the Event logo with reference to the Sponsor's participation as a Sponsor at the ASHRM 27 Annual Conference. Participation in the Event does not imply endorsement or approval by ASHRM of any product, service or participant and none shall be claimed by any participant. Sponsorship of ASHRM does not imply endorsement or approval by ASHRM of any product or service, and none shall be claimed by any Sponsor. Sponsor shall retain ownership of its logo(s), brand(s), and any promotional materials submitted to ASHRM. To the extent an opportunity involves the inclusion of Sponsor branding, Sponsor hereby grants to ASHRM and ASHRM Management a nonexclusive, worldwide, royalty-free, perpetual license to copy, record, distribute, publish, and otherwise display Sponsor's branding and content solely in connection with the applicable Event and/or opportunity including without limitation, any recordings or publications made in connection with the Event or opportunity. All use of the Sponsor logo(s) in accordance with this Contract is to ensure the Sponsor's benefit. As between Sponsor and ASHRM, ASHRM Management and

its licensors shall retain ownership of all other materials generated, published or displayed in connection with the Sponsorship Opportunity and all recordings thereof.

11. **INDEMNIFICATION**

Sponsor agrees that it will indemnify, defend and hold ASHRM, their respective officers, directors, employees, agents, including Smithbucklin Corporation (collectively ASHRM Management) and each of them, harmless from and against a) the performance or breach of this Contract by Sponsor, its employees, agents, or contractors; b) the failure by Sponsor, 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 Sponsor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of ASHRM Management or ASHRM by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of ASHRM Management. Sponsor agrees that if ASHRM Management is made a party to any litigation commenced by or against Sponsor, or relating to this Contract or the premises leased hereunder, then Sponsor will pay all costs and expenses, including attorneys' fees, incurred by or imposed upon ASHRM Management or ASHRM by reason of such litigation. The terms of this provision shall survive the termination or expiration of this Contract.

12. **LIMITATION OF LIABILITY**

In no event shall ASHRM, their Owners, Managers, Officers or Directors, Agents, Employees, Independent Contractors, including Smithbucklin Corporation, subsidiaries and affiliates (collectively "ASHRM Parties") be liable to the Sponsor or any third party hired by or otherwise engaged by the Sponsor 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 any claim by Sponsor, even if any of the ASHRM parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Sponsor agrees that ASHRM parties' sole and maximum liability to the Sponsor, regardless of circumstances, shall be the refund of the sponsorship fee. Sponsor agrees to indemnify and defend the ASHRM parties from any claims brought by a third party hired by or engaged by the Sponsor for any amount beyond the sponsorship fee. Further, the Sponsor agrees to pay all attorney's fees and costs incurred by ASHRM parties arising out of or in any way related to this Contract. Sponsor shall be solely responsible for its attorney's fees and costs. The provisions of this section shall survive any termination or expiration of these T&Cs.

13. **WARRANTIES**

The Sponsor opportunities are provided 'as is,' and ASHRM expressly disclaims all warranties, express, implied or statutory, including, without limitation, the warranty of non-infringement, title, merchantability and fitness for a particular purpose, notwithstanding any statements or forecasts about potential attendees, viewership or distribution. ASHRM makes no warranties with respect to the number of individuals or entities that will participate in, view or hear about any sponsorship opportunity. Furthermore, the Sponsor acknowledges and agrees that the opinions or content provided by any speaker, author or other participant in any Sponsorship Opportunity do not constitute the views or opinions of ASHRM or its affiliates.

14. **AMENDMENTS/ INTERPRETATION**

ASHRM reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Sponsor. Each Sponsor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. ASHRM reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Sponsors which, in the sole interpretation of ASHRM 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 ASHRM.

15. **FORCE MAJEURE**

ASHRM may cancel or postpone its obligations under this Contract without liability due to any cause beyond its control, including, but not limited to, acts of God, natural disasters, public health crises, pandemic, epidemics, civil disorder, labor disputes, war, terrorism, infectious disease, curtailment of transportation, unavailability of facilities, illness (based on World Health Organization or Centers for Disease Control recommendations), government regulations, or any other cause beyond ASHRM's reasonable control. In the event of a cancellation or postponement under this section, the Sponsor shall not be entitled to a refund of its Fees; however, if ASHRM recovers any monies as a result of the cancellation, ASHRM may refund all or a portion of the Fee to Sponsor at its discretion.

16. **ENFORCEMENT/ MISCELLANEOUS**

This Contract is governed by Illinois law and the Sponsor 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 ASHRM. 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 Sponsor's heirs, successors and assigns. Sponsor may not assign any of its rights or obligations under this Contract without the prior written consent of ASHRM Show Management.

17. **DO NO HARM**

Sponsor agrees to not engage in any conduct or take any action that is illegal or intended to reflect negatively on or harm the reputation or business interests of ASHRM, ASHRM and their members. Sponsor further agrees not to harm, disturb, disrupt, or otherwise interfere with ASHRM's operations, including Event. Sponsor shall immediately notify ASHRM Show Management of any knowledge of or reasonable suspicion of violation of this provision by any Sponsor, attendee, or other entity.

18. **RELEASE**

IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN EVENT, SPONSOR, ON BEHALF OF ITSELF, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER BOOTH PERSONNEL FOREVER RELEASE, WAIVE, AND HOLD HARMLESS ASHRM AND/OR THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITY, INJURY, DAMAGE, LOSS, OR EXPENSE THAT MAY ARISE, DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE, REGARDLESS OF WHETHER CAUSED BY FAULT ON THE PART OF ANY INDEMNIFIED PARTY IN CONNECTION WITH THE ATTENDANCE OF EXHIBITOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER BOOTH PERSONNEL AT AN ASHRM HOSTED IN-PERSON EVENT. SPONSOR, ON BEHALF OF ITSELF, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER BOOTH PERSONNEL UNDERSTAND THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW, AND THAT IF ANY PORTION OF THIS RELEASE AND WAIVER IS HELD INVALID, THE REMAINDER WILL CONTINUE IN FULL LEGAL FORCE AND EFFECT. THIS RELEASE AND WAIVER SHALL EXTEND TO AND BE BINDING UPON SPONSOR, ON BEHALF OF ITSELF, ITS EMPLOYEES, AGENTS, CONTRACTORS, AND OTHER BOOTH PERSONNEL AND EACH OF THEIR RESPECTIVE ESTATE, HEIRS, EXECUTORS, ADMINISTRATORS, AND PERSONAL REPRESENTATIVES.