

This Application & Contract to present a Symposia and/or Product Theater at the American Transplant Congress (“Event”) over June 1-5, 2024, including but not limited to move-in and move out dates (“Event Dates”) shall become effective when it has been submitted by the sponsoring company and accepted by the American Transplant Congress (“ATC”). 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 sponsoring company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The sponsoring company agrees that upon acceptance of this Application & Contract by ATC, with or without appropriate payment of the sponsorship fee and further action by the sponsoring company, this Application & Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between ATC and sponsoring company (“Sponsor”).

## 1. SHOW MANAGEMENT

Smithbucklin will orchestrate management of Event and will be known as ATC Show Management. ATC Show Management is responsible for assignment of presentation date/time, audio visual, logistics and collection of sponsor payment. ATC Show Management acts as a liaison between sponsors and all official contractors. If you have any questions about your presentation, contact ATC Show Management directly.

### American Transplant Congress (ATC)

330 N. Wabash Ave.

Ste. 2000

Chicago, IL 60611 USA

Phone: +1.312.673.4776

Email: [exhibits@atcmeeting.org](mailto:exhibits@atcmeeting.org)

## 2. ELIGIBILITY, ASSIGNMENT & PROMOTION

Sponsors of Symposia and/or Product Theater sessions must also be an exhibitor at the Event and submit an Exhibit Contract to ATC Show Management. ATC and ATC Show Management prohibit Symposia from being held in the Pennsylvania Convention Center. ATC reserves the right to review all Symposium and Product Theater applications, programs and promotional materials and to reject topics, formats, or materials deemed inappropriate. Approval from ATC Show Management does not constitute an endorsement of program or its content by ATC, AST or ASTS.

Companies that support either AST or ASTS will have first rights to contract and select Symposia and/or Product Theater time slots. Time slots are assigned and confirmed righting in February 2024 by ATC Show Management.

ATC shall only promote and publicize Symposia and/or Product Theaters that are contracted with ATC Show Management. ATC shall provide a Symposium listing on the ATC website, ATC mobile app, virtual platform, and Symposia Wall in the Pennsylvania Convention Center. Sponsor is responsible for promotion and marketing of their session in addition to ATC. Actual attendance

is dependent on topic and the promotion and marketing efforts set forth by the Sponsor. Symposia will be located in the Philadelphia Marriott Manchester conveniently located near the Pennsylvania Convention Center. Product Theaters will be located in the ATC Exhibit Hall at the Pennsylvania Convention Center.

## 3. FEES & INCLUSION

For purposes of this Application & Contract, the Symposium Fee is \$90,000 is referred to as the “Symposium Fee.” For purposes of this Application & Contract, the Symposium Fee with Optional Live Streaming Recording is \$105,000 is referred to as the “Symposium Fee with Live Streaming.” For purposes of this Application & Contract, the Product Theater Fee is \$25,000 is referred to as the “Product Theater Fee.”

The Symposium Fee includes:

- Classroom-style seating, unless otherwise communicated to the hotel contact and ATC staff (additional fees may apply).
- Riser with a lectern and head table for two (2) presenters.
- Standard audio visual set (screen, projector, computer, two (2) tabletop microphones, one (1) aisle microphone, and one (1) lavalier microphone).
- One (1) complimentary Pre-registration Mailing List for use to promote the Symposium.
- Three (3) lead retrieval units.
- One (1) registration table with (2) two chairs outside of the meeting room.
- Access to the meeting room (1) one hour prior to the start of the Symposia.
- Introduction to the Convention Services Manager (CSM) at the Philadelphia Marriott to coordinate and order all food and beverage. All food and beverage at the Sponsor’s expense.

The Symposium Fee with Live Streaming includes:

- Classroom-style seating, unless otherwise communicated to the hotel contact and ATC staff (additional fees may apply).
- Riser with a lectern and head table for two (2) presenters.
- Standard audio visual set (screen, projector, computer, two (2) tabletop microphones, one

(1) aisle microphone, and one (1) lavalier microphone).

- One (1) complimentary Pre-registration Mailing List for use to promote the Symposium.
- Three (3) lead retrieval units.
- One (1) registration table with (2) two chairs outside of the meeting room.
- Access to the meeting room (1) one hour prior to the start of the Symposia.
- Introduction to the Convention Services Manager (CSM) at the Philadelphia Marriott to coordinate and order all food and beverage. All food and beverage at the Sponsor’s expense.

The Product Theater Fee includes:

- Classroom-style seating in the theater in the ATC exhibit hall at the Pennsylvania Convention Center.
- Riser with a lectern and head table for two (2) presenters.
- Standard audio visual set (screen, projector, computer, one (1) lectern microphone, two (2) tabletop microphones, , and one (1) lavalier microphone).

ATC does not provide CME credit for these programs. ATC reserves the right to have an ATC staff member or volunteer onsite to monitor the scope and content of any Symposium and/or Product Theater. The opinions presented in any Symposia or Product Theater are solely those of the speaker and the commercial supporter.

## 4. PRE-REGISTRATION MAILING LIST

Sponsor shall receive one complementary Pre-registration Mailing list for a one-time use of the ATC pre-registration list for a pre-approved mail piece. Sponsor must submit their mail piece to approval to [exhibits@atcmeeting.org](mailto:exhibits@atcmeeting.org) by Friday, May 3, 2024, in order to receive the Pre-registration Mailing List. ATC Show Management will distribute the Pre-registration Mailing List to Sponsors whose mail piece is approved the week of May 6, 2024. Design and production of the mail piece are the responsibility of the Sponsor. The list will include: first name, last name, title, company, mailing address of all attendees registered attendees as of May 5, 2024. ATC cannot guarantee the address accuracy of ATC attendees as this data

is self-reported by each individual.

## 5. USE OF ATC NAME & LOGO

The names, logos, and acronyms of the American Transplant Congress (ATC), American Society of Transplantation (AST), American Society of Transplant Surgeons (ASTS), and the are the exclusive property of each society. They may not be used in any way, for any purpose, or any time without the express written permission and approval of the ATC and the individual society. The following language must appear on all materials produced in association with the symposium, including emails, websites, flyers, marketing/advertising, enduring products, post meeting materials, and articles intended to be published after ATC: "This symposium is not part of the ATC official educational program and the sessions and content are not endorsed by ATC. " It is not acceptable and is prohibited to use "at the ATC or "in conjunction with the ATC" or "during the ATC". The satellite symposia confirmation packet will provide these guidelines again along with examples of language that can and can NOT be used.

## 6. PAYMENTS, CANCELLATIONS & REFUNDS

Sponsor must remit a 100% percent of their total fees within 30 days of receipt of their invoice from ATC Show Management. Full payment must be received on or before April 26, 2024, regardless of Applications & Contract submission date. ATC reserves the right to reassign a presentation time if the Sponsor fails to remit 100% payment by the deadline date.

Credit card payments can be made online using American Express, MasterCard or Visa. Make all checks payable to American Transplant Congress and remit to the following address via the U.S. Postal Service or via overnight carrier (e.g., DHL, FedEx, UPS) to the following address:

### American Transplant Congress

Attn: Ronell Proctor  
8401 Greensboro Drive #500  
McLean, VA 22102

Sponsors who which to pay by ACH/wire must email [exhibits@atcmeeting.org](mailto:exhibits@atcmeeting.org) for remittance instructions.

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

## 7. CANCELLATION OF FULL OR PARTIAL SPACE

Cancellation of Symposia and/or Product Theaters must be directed via email to [exhibits@atcmeeting.org](mailto:exhibits@atcmeeting.org). No refunds whatsoever will be made on cancellations of Symposia and/or Product

Theater. ATC is not responsible for any expenses incurred by the Sponsor prior to cancellation.

## 8. CANCELLATION OR CHANGES TO EVENT BY ATC

If for any reason beyond ATC's control ATC determines that the Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Sponsor understands and agrees that ATC shall not refund the rental 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 ATC or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to ATC 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 ATC to be a Sponsor in the Event, agrees to indemnify, defend and hold harmless ATC, its directors, officer's employees, agents and subcontractors from any and all loss which Sponsor 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 ATC's control. The terms of this provision shall survive the termination or expiration of this Applications & Contract.

## 9. AMENDMENTS/INTERPRETATION

ATC 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. ATC 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 ATC 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 ATC.

## 10. ENFORCEMENT/MISCELLANEOUS

This Contract is governed by Virginia law and the Sponsor consents to the exclusive jurisdiction of the State and Federal courts seated in Arlington County, Virginia, with respect to any action arising out of this Contract or ATC. 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.