

American Transplant Congress 2024 Exhibitor Contract Terms & Conditions/ Rules & Regulations

This Application & Contract to participate in the American Transplant Congress ("Event") at the Pennsylvania Convention Center ("Facility") 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 exhibiting 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 exhibiting company. By signing below, 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 ATC, 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 ATC and exhibiting company ("Exhibitor").

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 exhibit booth space, exhibit logistics and collection of exhibitor payment. ATC Show Management acts as a liaison between exhibitors and all official contractors. If you have any questions about your exhibit booth, 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

2. EXHIBIT BOOTH COST

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

- \$39.00 per square foot or \$3,900 per 10' x 10' booth
- \$400 corner fee
- \$10.00 per square foot or \$1,000 per 10' x 10' booth for tax-exempt/non-profit

3. ASSIGNMENT OF SPACE

For all Applications & Contracts received on or before October 27, 2023, space is assigned via Online Space Selection in November 2023 using a priority point system. For all Applications & Contracts received after the Online Space Selection is complete, space will be assigned on a first-come, first-served basis.

If there is a priority point tie, a lottery will be held to see which company selects first. If an Exhibitor changes their name, it is their responsibility to inform ATC Show Management. Because it is nearly impossible to contact all exhibitors for new selections of booth space, ATC Show Management reserves the right to assign the next most suitable space when the requested space is not available.

ATC and ATC Show Management also reserves the right, at its sole discretion, to modify the floor plan to accommodate space sales or to avoid conflicts, and, should conditions dictate, ATC reserves the right to adjust the floor plan and relocate exhibit booths as necessary. If payment is not received with an Applications & Contract prior to space selection, your company will not be included in the priority point assignment. The preferences given for booth space locations are guidance and are not guaranteed by ATC.

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 alternatively combine booth square footage and move to a new location. Exhibitors are obligated financially for the total square footage contracted by each Exhibitor. ATC 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. ATC anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

ATC Show Management 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 exhibits@atcmeeting.org. Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by ATC Show Management.

ATC 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. TAX EXEMPT/NON-PROFIT EXHIBITORS

Tax-Exempt/Non-Profit are Exhibitors that are defined as tax-exempt/non-profit companies are eligible to receive the reduced booth price of \$10 per square foot or \$1,000 per 10' x 10' booth. Proof of tax-exempt/non-profit status must accompany a completed Contract. At the sole discretion of ATC Show Management, tax exempt/non-profit space assignment may be confined to a specific area on the floor plan. Tax-exempt/non-profit rental rates include; rental of one 10x10 booth space, side and back drape, and one ID sign. Tax-exempt/non-profit exhibitors are required to provide carpeting and accessories i.e., tables, chairs, wastebasket, for their booth space.

5. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitor 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 an exhibit booth space if the Exhibitor 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 courier (e.g., DHL, FedEx, UPS) to the following address:

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

Exhibitors who wish to pay by ACH/wire must email exhibits@atcmeeting.org for remittance instructions.

ATC 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.

6. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to exhibits@atcmeeting.org. For cancellations of space received between the initial space selection and January 26, 2024, Exhibitor is responsible for, and ATC shall be entitled to retain, 50 percent of the total Exhibit Booth Fee as a cancellation fee. Should an Exhibitor cancel a portion of its space between initial space selection and January 26, 2024, Exhibitor is responsible for, and ATC shall be entitled to retain, 50 percent of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after January 26, 2024. Should an Exhibitor cancel even partial space on or after March 1, 2024, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibitor space or this Applications & Contract subsequent to ATC's cancellation of the Event pursuant to Section 6.

7. 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, Exhibitor understands and agrees that ATC shall not refund the rental fees 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 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 an Exhibitor 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 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 ATC's control. The terms of this provision shall survive the termination or expiration of this Applications & Contract.

8. ELIGIBILITY TO EXHIBIT & FOOD AND DRUG ADMINISTRATION (FDA) MARKET CLERENCE

All products exhibited must have fulfilled all applicable FDA regulations. Products that are not FDA approved for a particular use in humans or are not commercially available in the United

States will be permitted to be displayed only when accompanied by appropriate signs that indicate FDA clearance status. The signs must be clearly and easily visible and placed near the product and on any graphics depicting the product.

Display of investigational products is to remain within the expectations and limitations of the Food and Drug Administration's Guidelines on Notices of Availability. Any investigational product graphically depicted on a commercial exhibit should:

- Contain only objective statements about the product.
- Contain no claims of safety, effectiveness, or reliability.
- Contain no comparative claims to other marketed products.
- Exist solely for the purpose of obtaining investigators.
- Be accompanied by directions for becoming an investigator and list of investigator responsibilities.
- Contain a statement on signage: "Caution: Investigational Product, Limited to Investigational Use" (or similar statement) in prominent size and placement.

It is the exhibitor's responsibility to contact the FDA to ensure compliance with the current FDA guidelines. Contact the FDA Office of Compliance regarding your responsibilities under the Federal Food Drug & Cosmetic Act.

AMDECO as the ACCME accredited provider for ATC, is subject to all rules and regulations including adherence to FDA imposed rules and regulations on displayed products, including disclosure of current FDA status by appropriate labeling of all displayed products. ATC reserves the right to determine what is appropriate as it pertains to exhibit materials, attire, professionalism, and any audio equipment volume. Violation of any rules may lead to immediate shutdown of the exhibitor's booth or barring from participation in future meetings. Granting of CME credit, in any category, from an exhibit booth is prohibited.

ATC 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 ATC, 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 ATC determine that an Exhibitor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, ATC 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.

9. 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 Event as determined by ATC in its sole discretion.

10. PROMOTIONAL ACTIVITIES

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

11. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to ATC 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 ATC 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 ATC, 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, ATC, 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 ATC NAME & ATC SCIENTIFIC PROGRAM CONTENT

American Transplant Congress, ATC, and Event logo are registered trademarks owned by the ATC. Participation by an Exhibitor in the Event does not entitle the Exhibitor to use such names or logos, except that the Exhibitor may reference the Event and use the Event logo with reference to

the Exhibitor's participation as an Exhibitor at the Event. Participation in the Event does not imply endorsement or approval by ATC of any product, service or participant and none shall be claimed by any participant.

Information presented during ATC is the property of the ASTS, AST and the presenter. Information may not be recorded, photographed, copied, photocopied, transferred to electronic format, reproduced or distributed without the written permission of ATC and the presenter. Any use of the program content that includes, but is not limited to, oral presentations, audiovisual materials used by speakers, and program handouts without the written consent of ATC is prohibited.

13. SET-UP TIME

Set-up of exhibits begins in the Facility at 1:00 pm, Thursday, May 30. If an exhibit is not set-up by 3:30 pm, Saturday, June 1, ATC 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. ATC 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. ATC 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. EXHIBIT HOURS

Saturday, June 1, 2024

5:30 PM - 7:00 PM

Sunday, June 2, 2024

9:15 AM - 3:00 PM

Monday, June 3, 2024

9:15 AM - 3:00 PM

Tuesday, June 4, 2024

9:45 AM - 3:30 PM

ATC reserves the right to change the Exhibit Hours listed above.

15. DISMANTLING OF EXHIBITORS

Exhibits are to be kept intact until the closing of the Event on at 3:30 pm on Tuesday, June 4. No part of an exhibit shall be removed during the Event without special permission from ATC Show 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 ATC events.

All carrier must check-in by 10:00 am on Wednesday, June 5. All freight must be removed from Facility by 12:00 pm, Wednesday, June 5. If exhibits are not removed by this time, ATC reserves the right to remove exhibits and charge the expense to the Exhibitor and ATC shall have

no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

16. BADGES

Exhibitors are provided (2) two complimentary Exhibitor badge registrations for each 100 square feet of exhibit space reserved. Additional Exhibitor badges are \$150 each.

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:

Thursday, May 30, 2024

1:00 PM - 5:00 PM

Friday, May 31, 2024

8:00 AM - 5:00 PM

Saturday, June 1, 2024

8:00 AM - 7:00 PM

Sunday, June 2, 2024

8:15 AM - 3:00 PM

Monday, June 3, 2024

8:15 AM - 3:00 PM

Tuesday, June 4, 2024

8:45 AM - 7:30 PM

Wednesday, June 5, 2024

8:00 AM - 12:00 PM

ATC reserves the right to change the access times listed above.

Event attendees do not have access to the Exhibit Hall until Saturday, June 1 at 5:30 pm. 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 ATC, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future ATC events. ATC 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 ATC, its directors, officers, employees, agents, subcontractors nor ATC Show Management (collectively "Event 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 THE EVENT MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

19. IDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Event Management, ATC, their respective officers, directors, employees, agents and each of them, 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 Event Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Event Management. Exhibitor agrees that if Event Management or ATC 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 EVENT MANAGEMENT OR ATC 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 ATC Show Management on or before April 26, 2024, 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 \$1,000,000
- f. Personal property and equipment on a special form replacement cost basis

ATC, Smithbucklin Corporation and the Pennsylvania Convention 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:

ATC Show 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. ATC also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by 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, 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
- e. Any special promotions, music or stunts planned for the Exhibit Hall, must be approved with ATC. Details should be submitted to ATC Show Management via email to exhibits@atcmeeting.org at least 10 business days prior to the start of the Event. ATC 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. ATC allows drawings, games of chance and raffles on the Exhibit Hall, subject to the prior written approval of ATC. Exhibitors must abide by all Pennsylvania/Philadelphia County/Philadelphia statutes and regulations regarding drawings, games of chance and raffles. Exhibitors should send their approval requests to ATC Show Management via email to exhibits@atcmeeting.org
- g. No animals are permitted in the Facility other than service animals.
- h. Exhibitors must abide by all of the Rules and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitors in March. 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 Rules and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email exhibits@atcmeeting.org.
- i. ATC Show Management shall publish health

and safety guidelines in the Exhibitor Services Manual. Exhibitor agrees to abide by the guidelines. ATC 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 ATC Show Management for review and approval by April 26, 2024. All Exhibitors who received a written booth violation notice at the 2023 American Transplant Congress are required to submit a detailed floor plan, including dimensions, to ATC Show Management for review and approval by April 26, 2024. Exhibitors who receive two or more written booth violations in the last two years may, at the sole discretion of ATC, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future ATC events. Floor plans should be submitted via email to exhibits@atcmeeting.org.
- l. Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.
- m. Helium or other compressed gas tanks 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. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. 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 ATC and Facility reserve the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- n. onPeak is the official housing vendor for the Event and other companies may not provide the prices, service and reliability available from onPeak. Each exhibitor will receive an email with a secure link to reserve housing after completing their exhibitor badge registration. If

- Exhibitor is contacted by ANY company except onPeak about hotel reservations for the Event, please inform ATC Show Management via email at exhibits@atcmeeting.org. ATC 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. Exhibitors are permitted to serve food and non-alcoholic beverages in their booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the Facility's caterer ARAMARK.
 - q. Exhibitors are permitted to provide alcoholic beverages in their booth by contracting a Bar or Specialty Cocktail Sponsorship, contact ATC Show Management at exhibits@atcmeeting.org at least 30 business days prior to the start of the Event for review and approval. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer ARAMARK.
 - r. ARAMARK is the official in-house caterer and at the Facility is the exclusive provider of food and/or beverage items at the Facility. If requested, the ARAMARK may 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 a sampling and waiver form to the Food and Beverage Department which can be found in the Exhibitor Services Manual or by emailing exhibits@atcmeeting.org. If ARAMARK 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.
 - s. Exhibitors, at ATC'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 ATC, 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 ATC 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 ATC 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.
- t. Music in the booth or at any of Exhibitor's function held in conjunction with Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- u. Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (20') (6.10 m) to the top of the sign, see Appendix.. Hanging signs are NOT permitted in inline booths including perimeter booths.
- v. 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 (20') (6.10 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, see Appendix.
- w. 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 exhibitor's/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 ATC without prior notice to and approval by ATC.
- x. Market research cannot be conducted under the manufacturer's name for any product that is pending governmental approval; however, it may be conducted under the auspices of a market research firm. Market research companies are welcome to exhibit provided they submit a letter of authorization from the sponsoring company which must also be an exhibitor at ATC. The name of the sponsoring company will be kept confidential. ATC retains the right to determine the relevance of and deny exhibiting privileges to market research companies. The sponsoring company is responsible for the conduct of the market research firm. Research must be conducted within the confines of the booth assigned and activities must conform to these Terms & Conditions.

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 April 26, 2024.
- g. Vehicles may not be displayed without prior written approval from ATC and the Facility Public Safety Department.

23. ACTIVITIES 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 ATC. There are to be no demonstrations, or industry focus groups in the Facility or hotel rooms, hotel public areas or other facilities or areas contracted or used by ATC unless approved by ATC Show Management.

24. ANCILLARY EVENTS

ATC reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the ATC housing block. These controls have already been set up with each facility. All independent industry-sponsored events, including but not limited to symposia, private functions, focus groups, social events, entertainment, or otherwise affiliated with the Event (each an "Ancillary Event") must be approved by ATC Show Management. No Ancillary Events can be scheduled during the hours listed below except for Focus Groups and Satellite Symposia (a separate application is required) approved by ATC Show Management:

- Saturday, June 1**
4:15 pm – 7:00 pm
- Sunday, June 2**
7:00 am – 5:30 pm
- Monday, June 3**
7:00 am – 5:30 pm
- Tuesday, June 4**
7:00 am – 6:30 pm
- Wednesday, June 5**
7:00 am – 1:30 pm

No request for an Ancillary Event should be

considered approved until confirmed by ATC Show Management in writing. Exhibitors who hold an Ancillary Event during the hours list above may result in the loss of ATC priority points, may incur additional fees, and/or may lose the right to exhibit at the future American Transplant Congresses.

Approved off-premises Ancillary Events are subject to the applicable administrative access fee and may only be held during designated hour(s) in the original request. Requests to extend timeslots must be submitted to ATC Show Management at least one week before the Ancillary Event and are subject to approval. All companies holding an Ancillary Event must contact exhibits@atcmeeting.org for approval, even if meeting space is not requested and an unofficial facility is being used.

In-person Ancillary Events that include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent events, nor cause the aisles to be blocked. Operators of noisemaking Ancillary Events must secure approval of operating methods before the Ancillary Event opens. ATC Show Management shall be the sole judge of what constitutes appropriate sound levels. In-person registration areas may be located directly outside of each sponsor's room and shall not interfere with neighboring events.

Registration lines must be structured in an orderly fashion to include stanchions and must stay located on the same side of the wall as the Ancillary Event. ATC Show Management shall be the sole judge of what constitutes an orderly registration line and reserves the right to relocate or restructure.

Meeting space requests for an Ancillary Event at the Facility or in those hotels participating in the ATC housing block will be confirmed in writing by ATC Show Management to the individual who made the request. ATC Show Management reserves the right to assign the next best substitute timeslot when the requested timeslot is not available. Once meeting space is assigned, Exhibitor shall work directly with the assigned facility, in-house caterer and the audiovisual vendor on the Ancillary Event. ATC Show Management reserves the right to change meeting space, dates, and/or timeslot assignments to benefit the Event. Exhibitor is limited to one branded sign with maximum measurements of 4' x 8'. Signage must remain directly outside of Ancillary Events. Registration line signage and human directionals are acceptable. ATC Show Management reserves the right to remove excess signage.

25. ATTENDEE LISTS

Please note that no other individual or organization are authorized to market or to sell

attendee lists of ATC. If Exhibitor is contacted by ANY company about purchasing an attendee list, please inform ATC Show Management via email at exhibits@atcmeeting.org. ATC shall not be responsible for any damages or costs related to Exhibitor purchasing attendee lists by unauthorized solicitors. Attendee lists from the Event may be distributed Exhibitors and/or Sponsors. Such lists shall only be used for a (1) time mailing 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 ATC, 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 Philadelphia Fire Department.
- b. Any Exhibitor having equipment that produces heat, smoke or open flames as an integral part of product demonstration must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Such Exhibitors must receive written approval of plans from the Facility, the Philadelphia Fire Department and from ATC.

27. LABOR RELATIONS

- a. Exhibitors must abide by the [Exhibitor Work Rules](#) and [Work Jurisdictions](#) of the Facility. Full-time employees of exhibiting companies may set up their own exhibits without assistance from the local union as long as they own all materials within the booth. Any labor services that may be required beyond what regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through Freeman. 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 May 3, 2024. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with ATC Show Management 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.

- c. The Facility and Freeman have reserved the right to update, change or amend the Exhibitor Work Rules and Work Jurisdictions outlined above. ATC shall inform all Exhibitors of any changes or amendments.

28. EXHIBITOR SERVICES MANUAL

In March Freeman 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 set-up, Event Hours and dismantle. The Freeman discount deadline is May 3, 2024.

30. WARRANTIES

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

31. AMENDMENTS/ INTERPRETATION

ATC 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. ATC 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 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.

32. ENFORCEMENT/MISCELLANEOUS

This Contract is governed by Virginia law and the Exhibitor 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 Exhibitor's heirs, successors and assigns.

33. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, THE

AMERICAN TRANSPLANT CONGRESS, AST, ASTS, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "ATC 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 ATC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT ATC 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 ATC 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 ATC PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

Standard Inline Booth

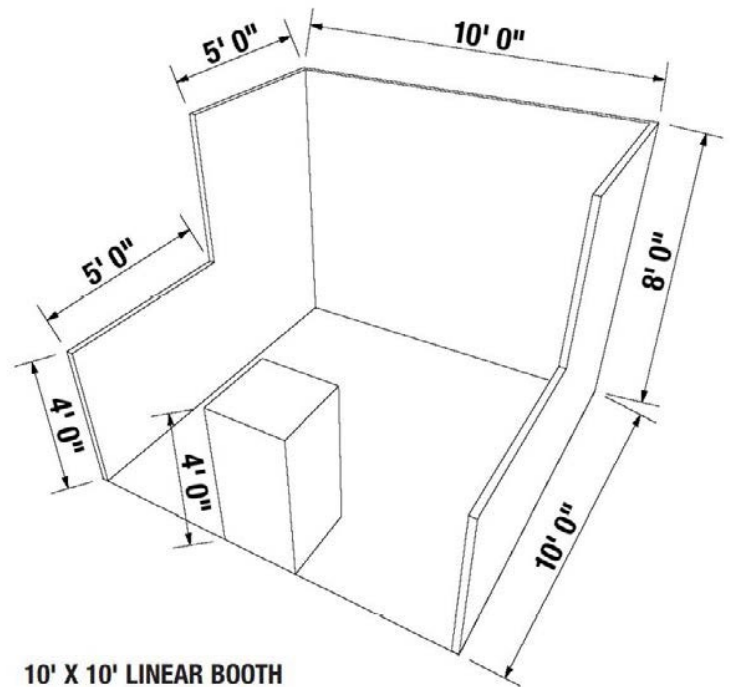
Inline booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Individual booths may be combined to form a larger inline booth space.

Dimensions

For purposes of consistency and ease of layout, all inline booths are 10' (3.05m) across the front and 10' (3.05m) deep.

Use of Space

Regardless of the number of inline booths utilized, e.g. 10' by 20' (3.05m by 6.10m), 10' by 30' (3.05m by 9.14m), 10' by 40' (3.05m by 12.19m) etc., display materials should be arranged in such a manner as not to obstruct sight lines of neighboring Exhibitors. The maximum height of 8' (2.44m) is allowed in the rear of the booth space, with a 4' (1.22m) height restriction imposed on all materials within 5' (1.52m) of an aisle. When two (2) or more inline booths are used in combination as a single exhibit space, the 4' (1.22m) height limitation is applied only to that portion of exhibit space which is within 10' (3.05m) of an adjoining booth.

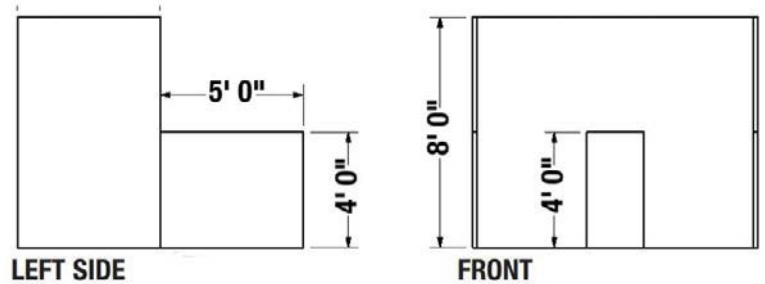


Corner Booth

A corner booth is an inline booth exposed to aisles on two (2) sides. All other guidelines for inline booths apply.

Perimeter Booth

A perimeter booth is an inline booth that backs up to an outside wall of the exhibit facility rather than to another exhibit. All guidelines for inline booths apply to perimeter booths with the exception that the maximum back wall height is 12' (3.66m).

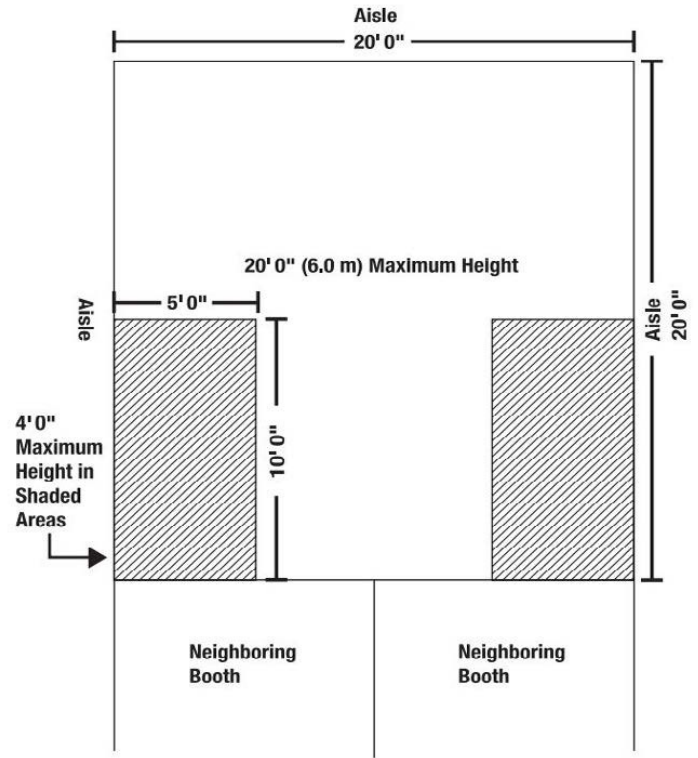


Peninsula Booth

A peninsula booth is exposed to aisles on three (3) sides and composed of a minimum of four (4) booths. When combining booths to create a peninsula booth, any service aisle space becomes part of the usable booth space. Backwalls must be finished and cannot contain copy. There are two (2) primary types of peninsula booths: one which backs up to inline booths and one which backs up to another peninsula booth and is referred to as a split island booth.

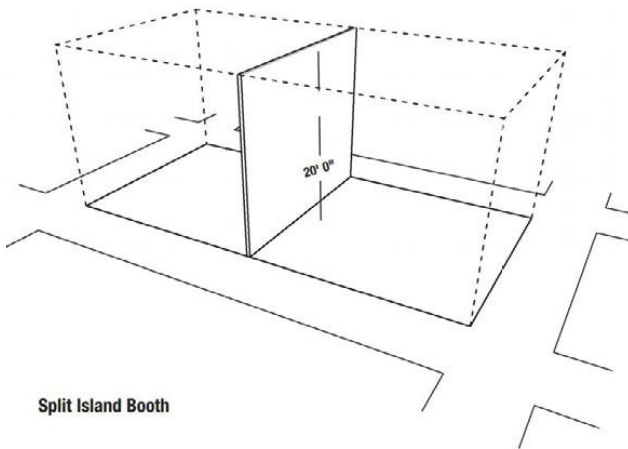
Dimensions

A peninsula booth is usually 20' wide (6.10m). When a peninsula booth backs up to two (2) inline booths, the backwall is restricted to 4' (1.22m) in height within 5' (1.52m) of the aisle and 10' (3.05m) of the adjoining booths. 20' (6.10m) is the maximum height allowance for the center portion of the backwall, exhibit fixtures, components and identification signs.



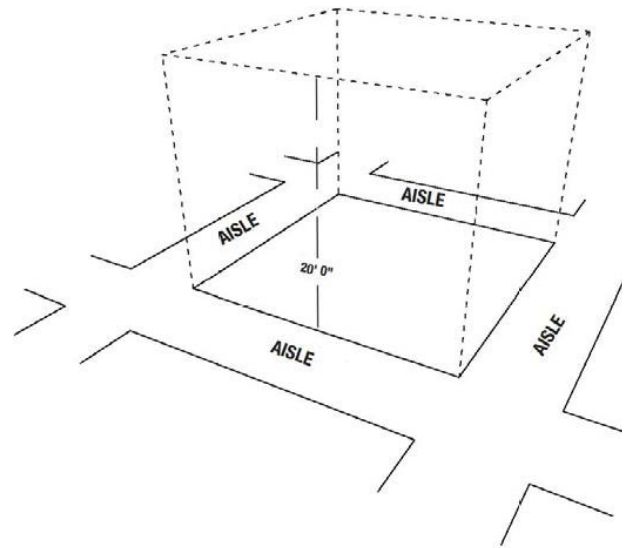
Split Island Booth

A split island booth is a peninsula booth that shares a common backwall with another peninsula booth. The entire cubic content of this booth may be used up to the maximum content of 20' (6.10m), including signage. Backwalls must be finished and can not contain copy.



Island Booth

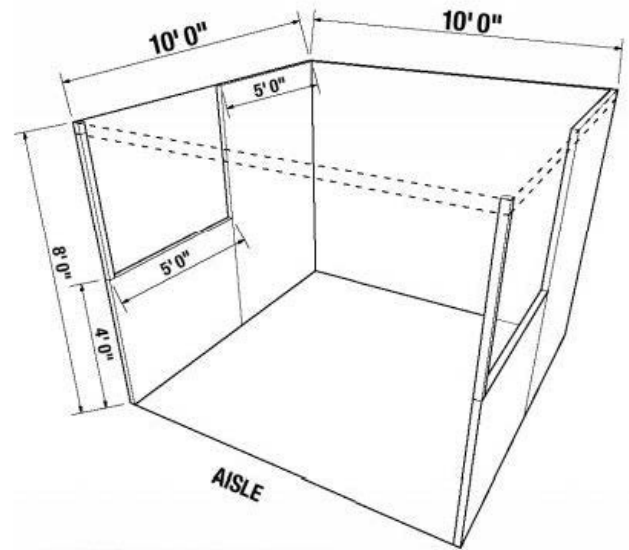
An island booth is any size booth exposed to aisles on all four (4) sides. The entire cubic content of this booth may be used up to the maximum content of 20' (6.10m), including signage. Exhibitors may delete booths from the floor plan to form an island only, and only, if the total number of booths on both sides of the aisle totals 400 square feet or more. (Right)



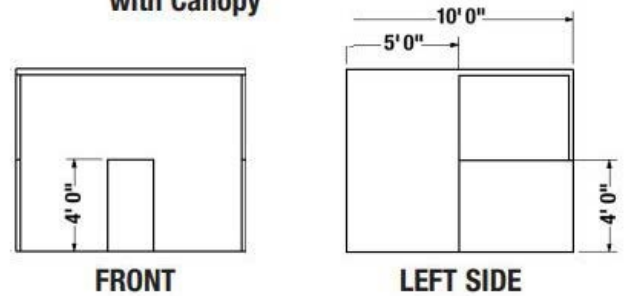
Canopies & Ceilings

Canopies, including ceilings, umbrellas and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). Canopies for inline or perimeter booths should comply with line of sight requirements and may not protrude into the aisle.

The base of the canopy should not be lower than 7' (2.13m) from the floor within 5' (1.52m) of any aisle. Canopy supports should be no wider than 3" (7.62cm). This applies to any booth configuration that has a sightline restriction, such as an inline booth. Fire and safety regulations for the convention center may apply to canopies and ceilings and will be included in the Exhibitor Services Manual made available to Exhibitors 90 days prior to show opening. The convention center has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.



**10' X 10' INLINE BOOTH
with Canopy**



Hanging Signs & Graphics

Hanging signs and graphics are permitted in all peninsula, modified peninsula, split island and island booths to a maximum height of 20' (6.10m) to the top of the sign. Whether suspended from above or supported from below, they should comply with all use-of-space requirements. If within 5' (1.53m) of an adjacent booth, and if the placement complies with the use-of-space requirements, the side facing the adjacent booth should be finished and not contain any copy.

Multi-story Exhibits

A multi-story exhibit is permitted in all peninsula, modified peninsula, split island and island booths to a maximum height of 20' (6.10m). Multi-story exhibits require approval and building permits from the convention center and the fire marshal. Exhibitors should obtain permits early on to ensure that all time constraints are met. Additional information will be included in the Exhibitor Services Manual made available to Exhibitors 90 days prior to show opening.

Important Booth Construction Display Considerations

Structural Integrity

All exhibit displays should be designed and erected in a manner that will withstand normal contact or vibration caused by neighboring Exhibitors, hall labors or installation/dismantling equipment such as Fork lifts. Displays should be able to withstand moderate wind effects that may occur in the Exhibit Hall when freight doors are open. Exhibitor should ensure that any display fixtures such as tables, racks or shelves are designed and installed properly to support the product or marketing materials to be displayed upon them.

Flammable and Toxic Materials

All materials used in display construction and decorating should be made of fire retardant materials and be certified as flame retardant. Exhibitors should dispose of any waste products they generate during the exhibition in accordance with guidelines established by the Environmental Protection Agency (EPA) and the facility.

Storage

Fire regulations prohibit storing product, literature, empty packing containers or packing materials behind drapes. In most cases, however, Exhibitors may store a limited supply of literature or product appropriately within the booth area, as long as these items do not impede access to utility services, create a problem or look unsightly.