

This Application & Contract to be an Advertiser and/or Sponsor 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 advertising/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 advertising/sponsoring company. By signing below, the advertising/sponsoring company agrees to be bound by the Terms & Conditions (T&Cs) below. The advertising/sponsoring company agrees that upon acceptance of this Application & Contract by ATC, with or without appropriate payment of the advertisement/sponsorship fee and further action by the advertising/sponsoring company, this Application & Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between ATC and advertising/sponsoring company ("Sponsor").

1. SHOW MANAGEMENT

Smithbucklin will orchestrate management of all advertising and sponsorship opportunities and will be known as "ATC Show Management". Smithbucklin is responsible for advertiser deliverables, sponsorship benefits, sponsorship deliverables, sponsorship logistics and collection of sponsorship payment. Additionally, Smithbucklin is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment for the Event. If a Sponsor elects to occupy a booth space at the Event, Sponsor agrees to complete an American Transplant Congress Exhibit Application & Contract and remit it to ATC Show Management. Smithbucklin acts as a liaison between exhibitors, sponsors, the American Society of Transplant Surgeons (ASTS), the American Society of Transplantation (AST), and any third party contractors. Any Sponsor with questions about their advertisement and/or sponsorship should contact Smithbucklin 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. TERM

The term of these terms and conditions ("Term") will commence on the date the Contract is signed by the Sponsor and accepted by ATC Show Management 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. ELIGIBILITY, ASSIGNMENT & PROMOTION

Sponsors must also be an exhibitor at the Event and submit an Exhibit Contract to ATC Show Management. ATC reserves the right to review all Advertiser/Sponsor Applications & Contracts and 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 renew sponsorships they secured the year prior.

ATC shall only promote and publicize events and activities that are contracted with ATC Show Management. ATC shall provide a sponsor listing on the ATC website, ATC mobile app, virtual platform, and Symposia Wall in the Pennsylvania Convention Center.

4. FEE & INCLUSION

ATC Show Management shall issue an invoice after accepting the Sponsor's Contract. 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 an exhibit booth space if the Sponsor fails to remit 100% payment by the deadline date and/or withhold sponsor benefits.

Credit card payments can be made online using American Express, MasterCard or Visa using the secure link on the invoice. 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 (ATC)

Attn: Ronell Proctor

8401 Greensboro Drive #500

Mclean, VA 22102

Exhibitors who wish to pay by ACH/wire must email billing@atcmeeting.org for remittance instructions. A W-9 form is available by request. Exhibitors can email billing@atcmeeting.org with payment questions or to request a W-9.

ATC reserves the right to hold or revoke Exhibitor badges for any Sponsor with an unpaid balance and to instruct all official show contractors to deny goods and services. Furthermore, ATC reserves the right at its sole discretion to cover-up or remove

any sponsor logos if the Sponsor is not paid in full prior to payment deadline date. Except as otherwise expressly stated in these T&Cs, once paid, the Fee is non-refundable, and cancellations or rescheduling will not be accepted, and ATC shall not be obligated to issue any refunds or credits. The Fee shall constitute payment by Sponsor solely for Sponsor's right to receive the opportunities identified in the Contract. Payment shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken on by ATC on behalf of Sponsor, or income from a partnership of joint venture.

5. 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 cancellation, subject to availability. ATC does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship, and alternative resolution proposals, must be directed in writing to ATC Show Management, signature required, to the address in Section 1. As an alternative, Sponsor may remit to ATC Show Management via email to exhibits@atcmeeting.org, provided that the Sponsor obtains confirmation of ATC's receipt of the email. Notwithstanding the foregoing, Sponsor will have no right to cancel subsequent to ATC cancellation pursuant to Section 5.

6. CANCELLATION OR CHANGES TO SPONSORSHIP 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.

7. 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.

8. INDEMNIFICATION

Sponsor agrees that it will indemnify, defend and hold ATC, their respective officers, directors, employees, agents including Smithbucklin Corporation (collectively ATC 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 ATC Management or ATC by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of ATC Management. Sponsor agrees that if ATC 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 ATC Management or ATC by reason of such litigation. The terms of this provision shall survive the termination or expiration of this Contract.

9. LIMITATION OF LIABILITY

In no event shall ATC, their Owners, Managers, Officers or Directors, Agents, Employees, Independent Contractors, including Smithbucklin Corporation, subsidiaries and affiliates, (collectively "ATC 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 ATC parties have been advised, are on notice, and/or should have been aware of the possibility of such damages. Sponsor agrees that ATC parties' sole and maximum liability to sponsor, regardless of circumstances, shall be the refund of the sponsorship fee. Sponsor agrees to indemnify and defend the ATC parties from nay claims brought by a third party hired by, or engaged by the Sponsor for any amount beyond the sponsorship fee. Further, Sponsor agrees to pay all attorney's fees and costs incurred by ATC 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.

10. WARRANTIES

The Sponsor opportunities are provided 'as is' and ATC expressly disclaims all warranties, express, implied or statutory, including, without limitation, the warrantied of non-infringement, title, merchantability and fitness for a particular purpose. Notwithstanding any statements or forecasts about potential attendees, viewership or distribution. ATC makes no warranties with respect to the number of individuals or entities that will participate in, view or hear about any sponsorship opportunity. Furthermore, 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 ATC or its affiliates.

11. 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.

12. FORCE MAJEURE

ATC 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 disaster, public health crisis, pandemic, epidemic, natural disaster, 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 ATC's reasonable control. In the event of a cancellation or postponement under this section, Sponsor shall not be entitled to a refund of its Fees, however, if ATC recovers any monies as a result of the cancellation, ATC may refund all or a portion of the Fee to Sponsor at its discretion.

13. 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.