

Contract/Conditions/Rules & Regulations for the 2025 DIA Global Annual Meeting

This Application & Contract (the "Contract" or the "Application & Contract") to participate as a live exhibitor in the DIA 2025 Global Annual Meeting ("Event") at Walter E. Washington Convention Center in Washington, DC ("Facility"), June 15-19, 2025, 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 ("Exhibitor") and accepted by Drug Information Association, Inc. ("DIA"). The Exhibitor acknowledges and agrees that the Event shall be a hybrid meeting with individuals participating at the Facility and online. 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 Exhibitor. By signing below, the Exhibitor agrees to be bound by the terms and conditions below, including but not limited to, the DIA Code of Conduct, DIA Restricted Marketing Zone, Exhibitor Services Manual, Americans with Disabilities Act, Meeting/Function Space Application, and Booth Construction/Display Rules & Regulations, which are incorporated by reference as if fully rewritten herein. The Exhibitor agrees that upon acceptance of this Application & Contract by DIA, with or without appropriate payment of the exhibition fee and further action by the Exhibitor, the terms, and conditions of this Application & Contract, shall become a legally binding contract between DIA and the Exhibitor.

1. SHOW MANAGEMENT

Smithbucklin will orchestrate management of the DIA 2025 Global Annual Meeting Exhibits. Smithbucklin is responsible for sale, assignment of exhibit booth space, exhibit logistics, and collection of exhibitor payment. Smithbucklin acts as a liaison between exhibitors, DIA and all official show contractors. If you have any questions about your exhibit booth, contact Smithbucklin directly.

Smithbucklin

330 N. Wabash Ave. Ste. 2000 Chicago, IL 60611 USA Phone: +1.312.673.5438 Email: DIA@smithbucklin.com

2. BOOTH COST

Standard Exhibit Rate \$6,000 per 10'x10' (100 sq. ft.).

Premium Exhibit Rate \$6,500 per 10'x10' (100 sq. ft.).

Corner Fee \$250 per open corner

3. ASSIGNMENT OF SPACE

DIA will distribute priority point balances to companies that are contracted to participate in DIA 2024 Global Annual Meeting the last week of May 2024. For all Applications and Contracts received on or before Friday, June 14, 2024, space is assigned via a space selection based on priority points during the DIA 2024 Global Annual Meeting. Smithbucklin will distribute appointment dates and times along with detailed instructions. For all Applications and Contracts received after the space selection is complete on Wednesday, June 19, 2024, space will be assigned on a first come, first-served basis starting in July 2024.

If an Exhibitor is acquired by or merges with 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 or merges with another Exhibitor after their initial space selection, the acquired or non-surviving Exhibitor can retain its originally contracted space, move to the acquiring or surviving Exhibitor's booth or alternately combine booth square footage and move to a new location. Exhibitors are obligated financially for the total square footage contracted by each Exhibitor. DIA 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. DIA reserves the right to revise the floor plan and/or relocate any Exhibitor in DIA's sole discretion and is not responsible for changes that may affect a participating Exhibitor's selection of space. Smithbucklin 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 DIA@smithbucklin.com. Exhibitors are added to the waitlist on a first come, firstserved basis based on date and time of email receipt by Smithbucklin.

DIA 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. PAYMENTS & REFUNDS

Exhibitors who participate in the initial space selection during the 2024 Global Annual Meeting or contract prior to July 30:

- Exhibitor must remit 50% of their total space rental charge by August 30, 2024
- Full payment must be received by Friday, January 31, 2025
- Exhibitors who do not remit their 50% deposit prior to Friday, August 30, 2024, will incur a late payment fee of \$500 per 100sqft of booth space contracted.

If contracted between July 30 - December 30:

- Exhibitors must remit 50% of their total space rental charge within 30 days of receipt of their invoice.
- Full payment must be received by Friday, January 31, 2025, regardless of invoice date.
- Exhibitors who do not remit their 50% deposit within 30 days of receiving the invoice will incur a late payment fee of \$500/100sqft of booth space contracted.

If contracted after December 30:

• Exhibitors must remit 100% of their total space rental charge within 30 days of receipt of their invoice.

Outstanding balances will be subject to review, and contracted space may be cancelled by DIA. Any applicable cancellation fees will apply.

ACH/wire or credit card payments are highly recommended in order to confirm payment is received by the deadline. Invoices will include a secure link to remit credit card payments.

No Exhibitor will be allowed to participate in the Event unless payment in full is received prior to 8:00 AM on Saturday, June 14, 2025 (move-in). DIA reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR OR SPONSOR

- Cancellation/Downsizing Notifications received on or before July 31, 2024, No cancellation/downsizing penalty assessed.
- Cancellation/Downsizing Notifications received August 1, 2024 - January 31, 2025, Exhibitors shall pay 50% of the reserved/released Exhibit Space Fee as penalty.
- Cancellation/Downsizing Notifications received after January 31, 2025, Exhibitors shall pay 100% of the reserved Exhibit Space Fee and subject to NO REFUND.

Any cancellation of exhibit space, meeting space, sponsorship, and or advertising must be made in writing to Smithbucklin using the address listed in Section 1. Cancellations sent by postal service or currier must be received by Smithbucklin by the deadline date. Alternatively, cancellations may be directed via email to DIA@smithbucklin. com, provided that the cancelling Exhibitor obtains confirmation of receipt of email from Smithbucklin on or before the cancellation deadline date, January 31, 2025.

Full payment is required, and no refunds whatsoever will be made on cancellations or reductions of contracted items after January 31, 2025. Should an Exhibitor cancel exhibit space, meeting space, sponsorship, and or advertising, or even partial contracted items, after January 31, 2025, the Exhibitor is responsible for the full charge for the originally contracted items regardless of payment status.

Notwithstanding the foregoing, Exhibitor will have no right to cancel subsequent to DIA cancellation pursuant to Section 6.

6. CANCELLATION OR CHANGES TO GLOBAL ANNUAL MEETING BY DIA

If for any reason beyond DIA's control DIA determines, in its sole discretion, that the Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed (collectively "Event Adjustment"), Exhibitor understands and agrees that DIA shall refund the rental fees paid to it by Exhibitor less reasonable expenses, if any, incurred by DIA for fulfillment of this Contract prior to a determination of the Event Adjustment. The exhibitor understands that all losses and damages that it may suffer as a consequence of an Event Adjustment or cancellation are its responsibility and not that of DIA or its directors, officers, employees, agents, or subcontractors. Except for the foregoing refund, Exhibitor understands that it may lose all monies it has otherwise incurred for the Event, including travel, setup, lodging, decorator freight, employee wages, etc.

The above phrase "any reason beyond DIA's control" includes, but is not limited to: fire, casualty, flood, epidemic or pandemic, earthquake, explosion, accident, blockage, embargo, inclement weather, act or threat of terrorism, riot or civil disturbance; strike, lockout, boycott or other labor disturbance, inability to secure necessary labor, technical or personnel failure, lack of or impaired transportation facilities, inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment or services, orders or restraints imposed by civil defense, military or other types of governmental authorities, or acts of God, or such circumstances making DIA's performance impossible, illegal, or commercially impracticable in its sole discretion.

Exhibitor, as a condition of being permitted by DIA to be an Exhibitor at the Event, agrees to indemnify, defend, and hold harmless DIA, its directors, officers, 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 DIA's control. The terms of this provision shall survive the termination or expiration of this Contract.

7. ELIGIBILITY TO EXHIBIT

Exhibitor shall comply with all applicable laws, rules, and regulations in the performance of its obligations under this Contract. Exhibitors should be a producer or supplier of equipment, products, or services whose proposed exhibit is directly related to the pharmaceutical, biotechnology, medical device, or related health care industries, and whose exhibit will contribute to the education of those registrants within the industry and/ or their academic counterparts may apply for booth space. DIA 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 DIA, 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 DIA determine that an Exhibitor which it had previously determined was eligible to exhibit at the Event is no longer eligible to do so, DIA may notify the Exhibitor and may terminate the Application & Contract without liability upon written notice to Exhibitor.

8. SUBLETTING OF EXHIBIT SPACE AND EXHIBIT OF CERTAIN PRODUCTS PROHIBITED

Exhibitors may not assign, share, or sublet a booth or any part of the space allotted to them, nor may 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 DIA in its sole discretion.

9. RETAIL SALES

No retail sales, where payment is received and products delivered, are permitted in the Exhibit Hall at any time. Payment and/or orders may be taken for future delivery.

10. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to DIA 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 DIA 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 DIA, 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, DIA, 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.

11. USE OF DIA NAME

DIA, Global Annual Meeting, DIA logo and DIA Event logo are registered trademarks owned by the DIA. Participation by an Exhibitor in the Event grants no rights, title, or interest in or to use such names or logos, except that the Exhibitor may reference their participation in the Event. Exhibitors shall use the term DIA 2025 or the DIA 2025 Global Annual Meeting.

Usable graphics will be made available to all contracted Exhibitors. Graphics should be hyperlinked to DIAglobal.org/DIA2025. Participation in the Event does not imply endorsement or approval by DIA of any product, service, or participant and none shall be claimed by any participant.

12. SET-UP TIME

Move-in and set-up of exhibits begins in the Facility at 8:00 AM on Saturday, June 14, 2025. If an exhibit is not set-up by 5:00 PM on Sunday, June 15, 2025, DIA 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. DIA reserves the right to remove the freight from the booth at the Exhibitor's expense. No refund will be made to the original contracting Exhibitor. DIA reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes.

13. SHOW HOURS & BOOTH TRAFFIC

Exhibitor must staff their booth during Show Hours:

Monday, June 16, 2025 10:00 AM - 5:30 PM Tuesday, June 17, 2025 9:00 AM - 5:00 PM Wednesday, June 18, 2025 9:00 AM - 3:30 PM

DIA makes reasonable attempts to attract high quality attendees to its Event but does not guarantee specific volumes of traffic or levels of qualification during Show Hours. Traffic at any given booth is a function of the Exhibitor particular exhibit and not the responsibility of DIA. DIA offers advertisement, promotional and sponsorship opportunities to all Exhibitors. DIA reserves the right to change the Show Hours. DIA shall inform all of Exhibitors of any changes to the Show Hours.

14. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall at 4:00 PM on Wednesday, June 18, 2025. No part of an exhibit shall be removed during the Show Hours without obtaining written approval from DIA prior to Friday, May 16, 2025. Any Exhibitor who begins dismantling of its booth before the close of the Exhibit Hall may lose part or all their priority points and may entirely lose the privilege of exhibiting at future DIA events.

All freight must be removed from the Facility by 11:00 AM on Thursday, June 19, 2025. If exhibits are not removed by this time, DIA reserves the right to remove exhibits and charge the expense to the Exhibitor. DIA shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal

15. BADGES

Exhibitors are provided (3) three complimentary Booth Personnel badges per (100) sq. ft. of exhibit space purchased which include access to refreshment breaks and lunches Monday, June 16 - Wednesday, June 18. Exhibitors are provided (1) complimentary Exhibitor Full Conference badges per (100) sq. • ft. of exhibit space purchased which include access to all sessions and CE credits. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Individuals with an exhibitor badge may not enter an exhibit space of another Exhibitor without permission from the other Exhibitor nor enter an unstaffed booth. Booth Personnel badges and Exhibitor Full Conference badges allow access to the Exhibit Hall during the following movein, Show Hours and move-out:

Saturday June 14, 2025
8:00 AM - 5:00 PM (move-in)
Sunday, June 15, 2025
8:00 AM - 5:00 PM (move-in)
Monday, June 16, 2025
8:00 AM - 6:00 PM (Show Day 1)
Tuesday, June 17, 2025
8:00 AM - 5:00 PM (Show Day 2)
Wednesday, June 18, 2025
8:00 AM - 10:00 PM (Show Day 3 & move-out)
Thursday, June 19, 2025
8:00 AM - 11:00 AM (move-out)

Event attendees do not have access to the Exhibit Hall until 10:00 AM on Monday, June 16, 2025. 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 DIA, lose part or all of its company's priority points. DIA reserves the right to allow access to any person to the Exhibit Hall at any time at its sole discretion.

Exhibitors may order lead retrieval services from DIA's contracted Lead Retrieval provider. Exhibitor must obtain permission from any Event attendee prior to scanning their badge. Lead retrieval devices and apps are permitted to be used outside the Exhibit Hall, but not within DIA sessions or meeting room corridors. Equipment that scans attendee badges without DIA prior approval is strictly prohibited.

16. DIA CODE OF CONDUCT

All Event participants, including DIA members, non-DIA members, speakers, attendees,

exhibitors, and any/all agents thereof, must adhere to and promote the highest standards of professional conduct by:

- Demonstrating commitment to DIA's core values, mission, and member community
- Exhibiting professional and ethical behavior at all times
- Communicating openly, and being transparent about intent of actions, to establish accountability and trust
- Demonstrating compassion in all interactions with colleagues
- Respecting the diversity of DIA by providing a consistent global standard of protection from threats, harassment, and discrimination based on race, national origin, gender, religion, age, sexual orientation, disability, or other personal characteristics

Failing to uphold this **DIA Code of Conduct** will result in punitive consequences up to and including termination of DIA membership and expulsion from the Event.

17. MINIMUM AGE FOR ADMISSION

Children under the age of 18 are not permitted in the Exhibit Hall at any time. Any attendees arriving with children under the age of 18 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

18. EXHIBITOR LIABILITY

The 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. Security personnel contracted directly by DIA are for crowd control and badge credential verification. Exhibitors are encouraged to budget for and make security arrangements for sensitive, valuable, or irreplaceable items. DIA is not responsible for the security of Exhibitor's property. Protection, both security and insurance coverage, of Exhibitor's property is the sole responsibility of the Exhibitor. Neither DIA, its directors, officers, employees, agents, subcontractors, nor Show Management listed in Section 1, (collectively "Show 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 SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

19. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, DIA, 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, rules, 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 Show Management and/ or DIA by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management or DIA. Exhibitor agrees that if Show Management or DIA is made a party to any litigation or other form of dispute resolution is 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 SHOW MANAGEMENT AND/ OR DIA BY REASON OF SUCH LITIGATION OR OTHER FORM OF DISPUTE RESOLUTION. 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 Show Management on or before May 16, 2025, evidencing the following:

- a. General liability with limits not less than \$1,000,000 per occurrence, \$2,000,0000 in the aggregate
- Owned (if applicable), hired and nonowned auto liability with limits not less than \$1,000,000 per occurrence
- c. Workers' compensation with state statutory
- d. Employer's liability with limits not less than \$500,000
- e. Commercial umbrella liability with limits not less than \$2,000,000
- f. Personal property and equipment on a special form replacement cost basis

DIA, Smithbucklin Corporation, Freeman, and the Walter E. Washington 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:

Smithbucklin

ATTN: DIA Show Management 330 N. Wabash Ave. Ste. 2000 Chicago, IL 60611 USA

Email: DIA@smithbucklin.com

In the event, Exhibitors from outside the US and Canada are unable to produce an acceptable Certificate of Insurance from this insurance provider(s), Exhibitor may provide a written statement of their insurance coverage from their insurance broker. Companies that are self-insured or government agencies may provide a written statement of their self-insured status

21. USE OF SPACE — GENERAL

- a. Exhibitors, or their agents, may not solicit anyone outside the Exhibitor's exhibit space in the Exhibit Hall. Distribution or display by Exhibitors, or their agents, of any literature, printed materials, souvenirs, or other handouts (collectively "Promotional Material") shall be restricted to the Exhibitor's exhibit space in the Exhibit Hall. No noisemakers, helium balloons, lighter-than-air objects, popcorn, gummed stickers, or labels will be permitted as Promotional Material. Distribution or display of Promotional Material in public areas of the Facility or meeting rooms, or in the DIA Restricted Marketing Zone, is strictly prohibited. Distribution or display of Promotional Material of Exhibitor meetings or trainings or course material that compete with DIA, or any of its events, within the Facility, including within the Exhibitor's exhibit space and the DIA Restricted Marketing Zone, is strictly prohibited. DIA will remove such items and the Exhibitor's priority points will be reduced by 50% for 2026 booth selection. If booth selection was completed prior to violation the selected booth will be released and exhibitor's booth selection will be moved to the close of the current event. DIA also reserves the right to remove, at Exhibitor's cost, any Promotional Material or product deemed by Show Management as not suitable for display at the Event.
- 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 etc.) of another company.
- c. No exhibit booth 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. Any special promotions, music or stunts planned by Exhibitors at any time during the Event must be approved by DIA. Details

- should be submitted to Show Management via email to **DIA@smithbucklin.com** by Friday, May 16, 2025. DIA reserves the right to designate specific days and hours during which special promotions and stunts may be conducted if they are permitted at all.
- e. DIA allows drawings, games of chance and raffles in the Exhibit Hall. Exhibitors must comply with all current Walter E. Washington Convention Center and state of District of Columbia statutes and regulations regarding drawings, games of chance and raffles including, without limitation, any required registrations. DIA may withhold or withdraw permission to distribute gifts, souvenirs, advertising, or other materials, which at its sole discretion, are considered objectionable or inappropriate or are in violation of any applicable rule or law.
- f. No animals are permitted in the Facility other than service animals.
- g. Exhibitors may not apply paint, lacquer, adhesive, or other coatings to Facility columns, floors or walls, or to standard exhibit booth equipment provided by Freeman.
- h. Exhibitors must abide by all of the Exhibitor Participation 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 Exhibitor Participation Regulations of the Facility prior to publication in the Exhibitor Services Manual, the Exhibitor may email DIA@smithbucklin.com.
- i. DIA shall publish health and safety guidelines in the Exhibitor Services Manual. Exhibitors agree to abide by the guidelines. DIA 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 as a consequence 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: +1.800.514.0301 (voice) +1.800.514.0383 (TTY) Website: www.ada.gov

- k. Helium or other lighter-than-air objects are prohibited throughout the Facility. DIA reserves the right to assess a fee for retrieving any escaped lighter-than-air objects.
- I. onPeak is the only official housing vendor for the Event, and other companies may not provide the prices, service and reliability available from onPeak. DIA shall maintain an **authorized vendor list**on its website. If you are contacted by ANY company except onPeak about hotel reservations for the DIA 2025 Global Annual Meeting, please inform Show Management at DIA@smithbucklin.

 com. To contact onPeak directly, please call +1.312.527.7270. DIA shall not be responsible for any damages or costs incurred by Exhibitor due to its use of an unauthorized housing vendor.
- m. All exhibit booth personnel must be properly and modestly clothed.
- n. 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. Food and beverage items cannot be brought in from outside the building.
- Exhibitors are permitted to provide alcoholic beverages in their booth.
 Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's caterer and must be ordered through the Facility's
- p. The Facility has an exclusive agreement to provide all catering and concessions within the Facility with Aramark, the official in-house caterer at the Facility. All food (including pre-packaged food) and beverage items must be ordered through Aramark. Food and beverage product exhibitors who are germane to events and are lawful manufacturers or distributors of food and/or beverage products may distribute samples. Samples must be distributed from those specific exhibitor booth locations only. Samples may not exceed two ounces by weight of a solid product, and four ounces by volume of a non-alcoholic beverage product. All alcoholic beverage sampling must be serviced by Aramark. Approval for distribution of samples must be obtained prior to the Event. Contact DIA Show Management via email at DIA@smithbucklin.com for additional instructions on the approval process.
- q. All booth floors must be finished. Exposed

concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual. DIA will instruct Freeman to lay carpet in any booth with an unfinished floor at 12:00 PM on Sunday, June 15, 2025, unless prior notification has been received by DIA, Smithbucklin and/or Freeman that the Exhibitor intends to provide their own flooring. The exhibitor acknowledges that it shall be invoiced by Freeman for booth carpet at the onsite rates. Exceptions will not be made.

r. Exhibitors, at DIA's sole discretion, are

- prohibited from taking videos and/or photographs of any booths in the Exhibit Hall, other than their own. Exhibitors who choose to hire a professional photographer/ videographer other than the official DIA photographer/videographer must adhere to Section 27. Labor Relations. Aerial photography, videography and/or stunts of any kind by an Exhibitor, i.e., drones, are strictly prohibited. The Exhibitor acknowledges and agrees that DIA, 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 DIA 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 DIA 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.
- s. Hanging signs are permitted in all peninsulas, modified peninsulas, split islands, and island booths to a maximum height of (20') (6.10m) to the top of the sign. Hanging signs are NOT permitted in inline or perimeter booths.
- t. 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') (6.10m) in all peninsulas, modified peninsulas, split islands, and island booths. The exhibitor agrees to abide by these maximum height limits. Exhibitor agrees to drape off any portion of its exhibit with an unfinished side(s) or back that is visible at its' expense. Exhibitor agrees to abide by all other Booth Construction/Display Rules & Regulations, See Appendix. Any Exhibitor who fails

- to comply with the Booth Construction/ Display Rules & Regulations may lose part or all their priority points and may entirely lose the privilege of exhibiting at future DIA events. DIA, Freeman, and the Facility reserve the right to amend the Booth Construction/Display Rules & Regulations based on CDC recommendations.
- u. Any Exhibitor occupying an Island, Split Island, Peninsula or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, to Show Management for review and approval by Friday, May 16, 2025. All Exhibitors who received a written booth violation notice at the DIA 2024 Global Annual Meeting in San Diego are required to submit a detailed floor plan, including dimensions, to Show Management for review and approval by Friday, May 16, 2025. Floor plans should be submitted via email to DIA@smithbucklin.com.
- v. Any Exhibitor with a multi-level exhibit and/or a covered area larger than 300 square feet must submit their plans to DIA and the Faculty Public Safety Department by Friday, March 16, 2025. Contact Show Management by email at DIA@ smithbucklin.com for a complete list of requirements prior to submitting.
- w. Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

22. USE OF SPACE — AUDIO/ ELECTRICAL/ LIGHTS/ VEHICLES ETC.

- a. Electrical cords, rear sides of audio/visual equipment and other exhibit aspects must be concealed and positioned so not to be irritating or distracting to neighboring Exhibitors or guests.
- b. No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- c. 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.
- d. No strobe light effects are permitted.
- e. 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.
- f. Loudspeakers 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.

- g. Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- h. 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 Show Management for review and approval by Friday, May 16, 2025.
- Vehicles may not be displayed without prior written approval from DIA and the Public Safety Department of the Facility.

23. MEETINGS, DISPLAYS OUTSIDE EXHIBIT HALL & PROMOTIONS

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 exhibitors/sponsors attendees from any program or other component of the Event during Show Hours or conduct any function sponsored in connection with the Event without prior notice to and approval by DIA.

DIA reserves the right to declare a Marketing Restricted Zone around the Facility. Exhibitors are restricted from marketing and promotional activities in the Marketing Zone including, but not limited to, the display or distribution of literature, street teams, street decals, billboards, branded motor vehicles including Segways and hoverboards, etc. DIA reserves the right to halt any unapproved activity within the Marketing Zone. To obtain a map of the Marketing Zone prior to publication in the Exhibitor Services Manual Exhibitor email DIA@smithbucklin.com.

Any exhibits outside the facility, displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by DIA must be approved and managed through DIA. DIA reserves the right to halt any unapproved activity of this nature. Further, Exhibitors shall not engage in any promotional activities that DIA determines to be outside the purpose and/or character of the Event, as determined by DIA in its sole discretion.

24. HOTEL ROOMS, SUITES, MEETING ROOMS AND OTHER VENUES

DIA reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the DIA housing block. A Meeting/Function Space Application is available on the DIA website, and must be completed for all events held Saturday, June 14, 2025, through Thursday, June 19, 2025 (inclusive), regardless of location. Exhibitors must submit a Meeting/Function Space Application to DIA for all exhibitor hosted events and obtain written approval from DIA. Activities that conflict with the nature of the Event or of the DIA Code of Conduct are not permitted. Meeting rooms and suites are only available to confirmed exhibitors. Exhibitor agrees to only hold meetings/functions during the following times:

Saturday, June 14, 2025

All times acceptable
Sunday, June 15, 2025
All times are acceptable
Monday, June 16, 2025
Before 8:00AM and after 6:30PM
Tuesday, June 17, 2025
Before 8:00AM and after 5:30PM
Wednesday, June 18, 2025
Before 8:00AM and after 5:30PM
Thursday, June 19, 2025
Before 9:00AM and after 12:15PM

DIA reserves the right to halt any unapproved activity and is not responsible for any financial loss incurred by the offending Exhibitor.

25. ATTENDEE LISTS

Limited data attendee lists from the Event are distributed only upon request to exhibiting companies. Please note that no individual or organization is authorized to market or to sell DIA attendee lists. DIA shall maintain an **authorized vendor list** on its website. If you are contacted by company claiming to sell the DIA attendee list, please inform Show Management at **DIA@smithbucklin.com**.

26. FIRE REGULATIONS

- a. The use of welding equipment, open flames, decorative candles, or smoke emitting devices or material is prohibited. All display materials must be flaming retardant according to D.C. fire codes. A complete list of all fire safety regulations is included in the Exhibitor Services Manual as part of the Walter E. Washington Convention Center Regulations. Exhibitor agrees to abide by these fire safety regulations and all other regulations outlined in the Walter E. Washington Convention Center Regulations.
- The Facility and D.C. Fire Department has reserved the right to update, change or amend its regulations after publication in the Exhibitor Services Manual. To obtain a copy of the Walter E. Washington Convention Center Regulations prior

- to publication in the Exhibitor Services Manual, Exhibitors may email **DIA**@ **smithbucklin.com** or view them online.
- c. Prior to the start of the Event or at any time during the Event, the Facility Public Safety Department or other agency may inspect booths and other assembly areas to ensure these requirements are met. If they are not, adjustments must be made. If a display is determined to be a hazard it may be ordered to be removed from the Facility at the Exhibitor's expense.

27. LABOR RELATIONS

- a. Two (2) full-time exhibitor employees may work without Carpenter labor for one (1) hour on the move in and one (1) hour on the move out, for booths that are larger than 10'x10'. Exhibitors may work in booths 10'x10' or smaller without the use of Union labor.
- b. The use of power tools is not permitted. As an exhibitor, you will be pleased to know that there are no restrictions or requirements to use union labor for the unpacking and placement of your merchandise or product and equipment tuning or calibrating, provided exhibitors use full-time permanent employees.
- Proof of full-time employment status may be requested by the Union Steward of any personnel working in your booth.
- d. Union labor Work Rules prohibit the solicitation of tips by any employee. Any Exhibitor who is solicited for a tip should report the incident to the Freeman Service Center or Show Management as soon as possible.
- e. If Exhibitors intend to use an Exhibitor
 Appointed Contractor (EAC) to install
 and/or dismantle their booth and/or
 photographer/videographer, the Exhibitor
 must register their EAC no later than Friday,
 May 16, 2025. An EAC registration form is
 provided in the Exhibitor Services Manual.
 An original Certificate of Insurance must
 be filed with the DIA in order for any EACs
 to gain access to the Exhibit Hall. EACs are
 required to always wear a DIA wristband
 (on the right wrist) in addition to access
 credentials required by the Facility Public
 Safety Department while in the Exhibit Hall.
- f. Exhibitors may hand carry their own materials into the exhibit facility. The use or rental of dollies, flat trucks, and other mechanical equipment, however, is not permitted. Freeman controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the General Services Contractor.

- g. No one under the age of 18 is permitted in loading dock, truck bays or loading dock yard.
- DIA, Freeman, and the Facility has reserved the right to update, change or amend these Labor Relations rules and regulations and/or after publication of any additional labor regulations in the Exhibitor Services Manual, and Exhibitor agrees to comply with any such changes or amendments.

28. PRIORITY POINTS LOSS

Priority points may be subtracted from the Exhibitor's accounts for violations of this Contract. All decisions about the removal of points are at the sole discretion of DIA and will be explained in writing to the Exhibitor by DIA.

29. EXHIBITOR SERVICES MANUAL

In March, Freeman distributes the Exhibitor Services Manual to each Exhibitor that provides Exhibitors with complete shipping instructions, production information, and other forms for all services needed during movein, Show Hours and move-out. The discount deadline for services is Friday, May 16, 2025.

30. WARRANTIES

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

31. AMENDMENTS/INTERPRETATION

DIA 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. DIA 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 DIA shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of DIA.

32. ENFORCEMENT/MISCELLANEOUS

This Contract is governed by Maryland law and the Exhibitor consents to the exclusive jurisdiction of the District of Columbia courts with respect to any action arising out of this Contract or DIA. 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.

Any Exhibitor who fails to comply with the terms and conditions of this Contract may lose part or all of their priority points and may entirely lose the privilege of exhibiting at future DIA events.

This Contract will be binding on the Exhibitor's heirs, successors, and assigns.

33. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, SMITHBUCKLIN, DIA, or THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "DIA 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 DIA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT DIA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. THE EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE DIA 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 FOR ALL ATTORNEY'S FEES AND COSTS INCURRED BY DIA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. THE EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.



Appendix: Booth Construction | Display Rules & Regulations

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

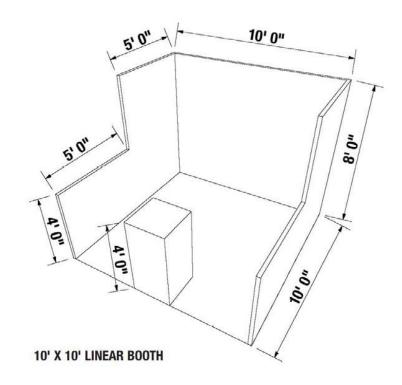
Regardless of the number of inline booths utilized, e.g. 10' by 20' (3.05m by 6.10m), 10' by 30' (3.05m by 9.14m), 10' by 40' (3.05m by 12.19m) etc., display materials should be arranged in such a manner as not to obstruct sight lines of neighboring Exhibitors. The maximum height of 8' (2.44m) is allowed 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.

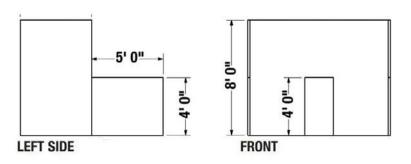
Corner Booth

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).



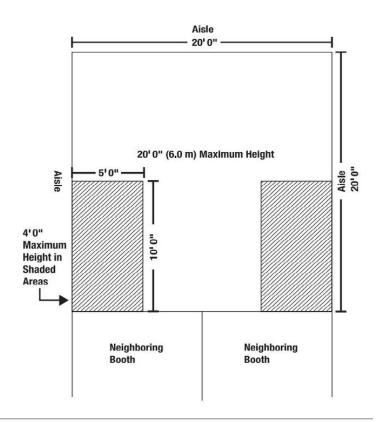


Peninsula Booth

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.

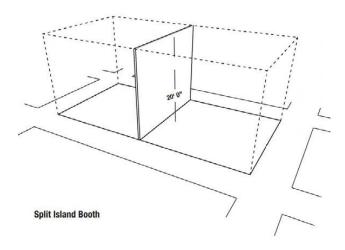
Dimensions

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 maximumheight allowance for the center portion of the backwall, exhibit fixtures, components and identification signs.



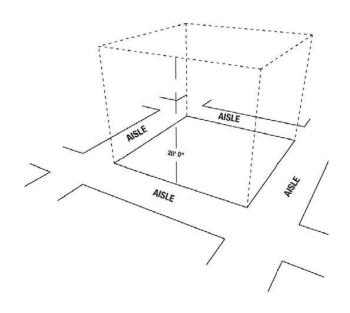
Split Island Booth

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 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.

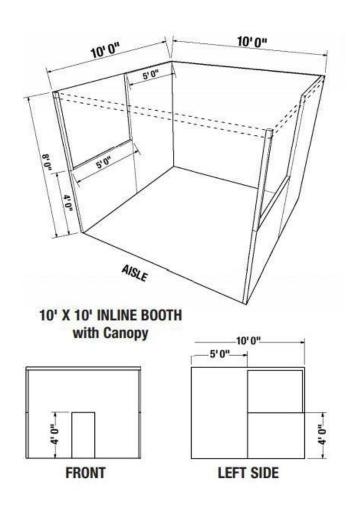
The base of the canopy should not be lower than 7' (2.13m) from the floor within 5' (1.52m) of any aisle. Canopy supports should be no wider then 3" (7.62cm). This applies to any booth configuration that has a sightline restriction, such as an inline booth. Fire and safety regulations for the convention 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.

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 marshall. 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 Materals

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.