



Society for Health Care
Strategy & Market
DevelopmentSM

Advertising & Sponsorship Contract 2025 Terms & Conditions

This Advertising & Sponsorship Contract (“Contract”) is entered into by and between the Society for Health Care Strategy & Market Development (“SHSMD”) a professional membership group of the American Hospital Association (“AHA”), and the Advertising/Sponsoring Company Name (“Sponsor”) shall become effective when it has been submitted by the sponsoring company and accepted by SHSMD. The sponsor wishes to purchase a sponsorship for the SHSMD25 Connections or its affiliates' opportunities, as specified in the contract. The following Stand Terms & Conditions (“T&Cs”) are agreed upon by and between SHSMD and the entity identified as the Sponsor in the Contract to which these T&Cs are attached and incorporated by reference to this Contract. The individual signing this Agreement & Contract represents and warrants that he/ she is duly authorized to execute this binding Agreement & Contract on behalf of the sponsoring company. Sponsor acknowledges it is purchasing specific date/time opportunities. By signing below, the sponsoring company agrees to be bound by the Terms & Conditions below, including paying the total sponsorship fees as specified. The sponsoring company agrees that upon acceptance of this Agreement & Contract by SHSMD, with or without appropriate payment of the sponsorship fee and further action by the sponsoring company, this Application & Contract, together with the T&Cs below (collectively “this Contract”) shall become a legally binding contract between SHSMD and sponsoring company (“Sponsor”).

1. MANAGEMENT

Smithbucklin will orchestrate the management of all sponsorship opportunities, which will be known as “SHSMD Management.” Smithbucklin is responsible for sponsorship benefits, sponsorship deliverables, sponsorship logistics and collection of sponsorship payments. Additionally, Smithbucklin is responsible for the assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment for the SHSMD25 Connections, October 12 – 14, 2025, Dallas, Texas. If a Sponsor elects to occupy a booth space at the SHSMD25 Connections, the Sponsor agrees to complete an Exhibit Space Application & Contract and remit it to SHSMD Management. Smithbucklin acts as a liaison between exhibitors, sponsors, SHSMD, and any third-party contractors. Any Sponsor with questions about their sponsorship should contact Smithbucklin directly via email at SHSMD@smithbucklin.com, phone at 312-673-4974 or in writing at:

Smithbucklin
330 North Wabash Avenue, Suite 2000
Chicago, IL 60611 USA

2. TERM

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

3. PAYMENTS, CANCELLATIONS & REFUNDS

SHSMD Management shall issue an invoice after accepting the Sponsor's Contact. Sponsor must remit payment in the amount described in the Contract ("Sponsorship Fee") within 30 days of receipt of their invoice. Credit card payments can be made online using American Express, MasterCard or Visa.

Make all checks payable to SHSMD and remit to the following address via the U.S. Postal Service at:

SHSMD
75 Remittance Drive, Suite 1272
Chicago, IL 60675 USA

Alternatively, Sponsor may remit via overnight carrier (e.g., FedEx) at:

AHA – SHSMD Sponsorship Suite 1272
C/O The Northern Trust Bank
350 North Orleans Street, FL 8
Chicago, IL 60654 USA

Sponsors who wish to pay by ACH/wire must email SHSMD@smithbucklin.com for remittance instructions.

The sponsor agrees to remit payment no later than Friday, August 29, 2025, regardless of when they submitted their Contact. SHSMD 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, SHSMD 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 the payment deadline date. Except as otherwise expressly stated in these T&Cs, once paid, the fee is nonrefundable, cancellations or rescheduling will not be accepted, and SHSMD shall not be obligated to issue any refunds or credits. The Fee shall constitute payment by the Sponsor solely for the 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 by SHSMD on behalf of Sponsor, or income from a partnership or joint venture.

4. CANCELLATION SPONSORSHIP BY SPONSOR

Full payment is required, and no refunds whatsoever will be made on sponsorship cancellations. Sponsor may request changes or substitutions as an alternative resolution to outright sponsorship cancellation, subject to availability. SHSMD does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship and alternative resolution proposals must be directed in writing to SHSMD Management, signature required, to the address in Section 1. As an alternative, the Sponsor may remit to SHSMD Management via email to SHSMD@Smithbucklin.com, provided that the Sponsor obtains confirmation of SHSMD's receipt of the email. Notwithstanding the foregoing, Sponsor will have no right to cancel subsequent to cancellation pursuant to Section 4.

5. CANCELLATION OR CHANGES TO SPONSORSHIP BY SHSMD

SHSMD reserves the right to determine that the sponsorship opportunity, SHSMD25 Connections ("Event") must be canceled, shortened, delayed, dates changed, or otherwise altered or changed, including the change of an Event from in-person to virtual, Sponsor understands and agrees that SHSMD shall not refund the sponsorship fees paid to it by Sponsor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of SHSMD or its

directors, officers, employees, agents or subcontractors. SHSMD will work with the Sponsor in good faith to agree on available alternate opportunities, if any, with any final decisions about such alternate opportunities to be made by SHSMD in its sole and reasonable discretion. Sponsor understands that it may lose all monies it has paid to SHSMD for sponsorship, as well as other costs and expenses it has incurred, including travel to the SHSMD25 Connections, setup, lodging, decorator freight, employee wages, etc. Sponsor agrees to indemnify, defend and hold harmless SHSMD, its directors, officers, employees, agents and subcontractors from any and all loss which Sponsor may suffer as a result of SHSMD25 Connections cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason. The terms of this provision shall survive the termination or expiration of this Contract.

6. ELIGIBILITY

SHSMD reserves the right to determine the eligibility of any Sponsor and to prohibit a Sponsor from receiving sponsor recognition if, in the sole judgment of SHSMD, the Sponsor shall in any respect be deemed unsuitable. A Sponsor's eligibility to sponsor SHSMD must remain in effect from the time of submission of the Contract to the time the sponsorship concludes. This includes but is not limited to, ensuring that Sponsor attendees to the Event are restricted to Sponsor employees, consultants, or agents registered to the Sponsorship team prior to the Event who shall indicate their connection to Sponsor at all times during the Event as directed by SHSMD. The Sponsor will be fully responsible for the acts and/or omissions of each representative at all times. Sponsor may not engage in any activity during the Event that is competitive with SHSMD or which endangers or interferes with the rights of other attendees, sponsors, or staff of the Event, or an Event's activities, as determined by SHSMD at its sole discretion.

7. INTELLECTUAL PROPERTY MATTERS

The Sponsor represents and warrants to SHSMD that no materials used in or in connection with their sponsorship infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by the Sponsor) or other intellectual property rights of any third party. The Sponsor agrees to immediately notify SHSMD of any information of which the Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Sponsor agrees to indemnify, defend and hold SHSMD, its officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorney's fees) arising out of or related to claims of infringement by Sponsor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party. Notwithstanding the foregoing, SHSMD, its officers, directors, employees, agents, and each of them shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Sponsors. The terms of this provision shall survive the termination or expiration of this Contract.

8. EDITORIAL CONTROL

Sponsor acknowledges and agrees that SHSMD, SHSMD Management, its affiliates and, as applicable, the editors, writers and speakers, retain total editorial independence with respect to the content presented in any Sponsorship Opportunity and the selection and presentation thereof subject to Section 8 regarding Company Content. Except as expressly detailed in an Addendum, SHSMD is under no obligation to include any author or speaker suggested by Sponsor. In any event, Sponsor shall clearly disclose to SHSMD any financial, employment or other relationship between Sponsor and any suggested speaker or author.

9. COMPANY CONTENT

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

10. USE OF SHSMD NAME, BRANDS & LOGOS

The Society for Health Care Strategy & Market Development ("SHSMD"), a professional membership group of the American Hospital Association, American Hospital Association ("AHA"), SHSMD25 Connections names and logos are registered trademarks owned by the AHA. Support by a Sponsor does not entitle the Sponsor to use such names or logos, except those logos that are provided to them by SHSMD Management. Sponsors of the SHSMD25 Connections may reference the SHSMD25 Connections use the SHSMD25 Connections logo with reference to the Sponsors' support and participation as a Sponsor at the SHSMD25 Connections. Sponsorship of SHSMD does not imply endorsement or approval by SHSMD of any product or service, and none shall be claimed by any Sponsor. Sponsor shall retain ownership of its logo(s), brand(s), and any promotional materials submitted to SHSMD. To the extent an opportunity involves the inclusion of Sponsor branding, Sponsor hereby grants to SHSMD and SHSMD Management a nonexclusive, worldwide, royalty-free, perpetual license to copy, record, distribute, publish, and otherwise display Sponsor's branding and content solely in connection with the applicable Event and/or opportunity including without limitation, any recordings or publications made in connection with the Event or opportunity. All use of the Sponsor logo(s) in accordance with this Contract is to ensure the Sponsor's benefit. As between Sponsor and SHSMD, SHSMD Management and its licensors shall retain ownership of all other materials generated, published or displayed in connection with the Sponsorship Opportunity and all recordings thereof.

11. INDEMNIFICATION

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

12. LIMITATION OF LIABILITY

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

13. WARRANTIES

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

14. AMENDMENTS/ INTERPRETATION

SHSMD 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. SHSMD reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or appeal. Sponsors, which, in the sole interpretation of SHSMD, shall be subject to disciplinary action up to and including ejection from the SHSMD25 Connections and refusal to participate in any future SHSMD events.

15. FORCE MAJEURE

SHSMD may cancel or postpone its obligations under this Contract without liability due to any cause beyond its control, including, but not limited to, acts of God, natural disasters, public health crises, pandemic, epidemics, 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 SHSMD's reasonable control. In the event of a cancellation or postponement under this section, the Sponsor shall not be entitled to a refund of its Fees; however, if SHSMD recovers any monies as a result of the cancellation, SHSMD may refund all or a portion of the Fee to Sponsor at its discretion.

16. ENFORCEMENT/ MISCELLANEOUS

Sponsor will at all times comply with all laws, rules, and regulations applicable to it in connection with any Event or opportunity, attendee communications, or any other acts or omissions by it or on behalf of it relating to this Contract, including without limitation any and all applicable state and federal privacy laws and marketing laws such as the CCPA and CCPR (California) and similar state or local privacy laws and federal marketing laws under CAN-SPAM. The Sponsor shall exercise due care and act in good faith at all times to perform its obligations hereunder. This Contract is governed by Illinois law and the Sponsor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or SHSMD. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law. This Contract will be binding on the Sponsor's heirs, successors and assigns. Sponsor may not assign this Contract without the prior written consent of SHSMD except to a subsidiary or affiliate of Sponsor. SHSMD shall have the right to list the Sponsor on its general (i.e., non-opportunity specific) list of advertisers/sponsors.

17. ARBITRATION

The parties consent to bring any claims against each other before and settle them by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules as then in effect. The arbitration proceedings shall be held in Chicago, Illinois. The rules and procedures of the AAA shall be the sole and exclusive procedures for the final resolution of any dispute, provided that any party may seek a preliminary injunction or other preliminary judicial relief if, in its judgment, such action is necessary.