



SIO2023 Annual Scientific Meeting Sponsorship Application & Contract Contract Conditions/Rules & Regulations

This Sponsorship Agreement & Contract ("Contract") is entered into by and between The Society of Interventional Oncology (SIO) and Sponsoring Company Name ("Sponsor") shall become effective when it has been submitted by the sponsoring company and accepted by SIO. 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. By signing below, the sponsoring company agrees to be bound by the Terms & Conditions below. The sponsoring company agrees that upon acceptance of this Agreement & Contract by SIO, with or without appropriate payment of the sponsorship fee and further action by the sponsoring company, this Application & Contract, together with the Terms & Conditions below, (collectively "this Contract") shall become a legally binding contract between SIO and sponsoring company ("Sponsor").

1. MANAGEMENT

SIO will orchestrate management of all sponsorship opportunities and will be known as "SIO Event Management". SIO Event Management is responsible for sponsorship benefits, sponsorship deliverables, sponsorship logistics and collection of sponsorship payment. Additionally, if a Sponsor elects to occupy an exhibit booth space at the SIO2023 Annual Scientific Meeting ("Event") at the Washington Hilton ("Event Facility") over January 19-23, 2023, Sponsor agrees to complete an Exhibit Space Application & Contract and remit it to SIO Event Management.

The Society of Interventional Oncology (SIO)
2001 K Stret NW, 3rd Floor North
Washington, DC 20006 USA
Phone: +1-202-367-1164
E-mail: exhibit@SIO-central.org

2. PAYMENTS, CANCELLATIONS & REFUNDS

Sponsor must remit payment within 30 days of submitting their Contract. SIO Event Management shall issue an invoice after accepting the Sponsor's Contract. Full payment must be received on or before Friday, December 17, 2022, regardless of Contract submission date.

Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Make all checks payable to SIO and remit to the following address via the U.S. Postal Service:

SIO Exhibits
8687 Solution Center
Chicago, IL 60677-8006 USA

Alternatively, Exhibitor may remit via overnight courier (e.g., FedEx, UPS) to the following address:

SIO Exhibits
Lockbox Number 778687, 350 East
Devon Avenue
Itasca, IL 60143 USA

Exhibitors who wish to pay by ACH/wire must email exhibit@SIO-central.org for remittance instructions.

SIO reserves the right to hold or revoke badges for any Sponsor with an unpaid balance and to instruct all official contractors to deny goods and services. Furthermore, SIO 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.

3. 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. SIO does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship, and alternative resolution proposals, must be directed in writing to SIO Event Management, signature required, to the address in Section 1. As an alternative, Sponsor may remit to SIO Management via email to exhibit@SIO-central.org, provided that the Sponsor obtains confirmation of SIO's receipt of the email. Notwithstanding the foregoing, Sponsor will have no right to cancel subsequent to SIO cancellation pursuant to Section 4.

4. CANCELLATION OR CHANGES TO SPONSORSHIP BY SIO

If for any reason beyond SIO's control SIO determines that the sponsorship opportunity and/or the Event must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Sponsor understands and agrees that SIO 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 SIO or its directors, officers, employees, agents or subcontractors. Sponsor understands that it may lose all monies it has paid to SIO for sponsorship, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

Sponsor agrees to indemnify, defend and hold harmless SIO, its directors, officers employees, agents and subcontractors from any and all loss which Sponsor may suffer as a result of the Event cancellation, duration, delay or other alterations or changes caused in whole, or in part, by any reason outside SIO's control. The terms of this provision shall survive the termination or expiration of this Contract.

5. ELIGIBILITY

SIO 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 SIO, the Sponsor shall in any respect be deemed unsuitable. A Sponsor's eligibility to sponsor SIO must remain in effect from the time of submission of the Contract to the time the sponsorship concludes.

6. INTELLECTUAL PROPERTY MATTERS

The Sponsor represents and warrants to SIO 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 Sponsor) or other intellectual property rights of any third party. The Sponsor agrees to immediately notify SIO 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 SIO, 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, SIO, 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.

7. EDITORIAL CONTROL

Sponsor acknowledges and agrees that SIO, SIO 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 there of subject to Section 8 regarding Company Content. Except as expressly detailed in an Addendum, SIO is under no obligation to include any author or speaker suggested by Sponsor. In any event, Sponsor shall clearly disclose to SIO any financial, employment or other relationship between Sponsor and any suggested speaker or author.

8. COMPANY CONTENT

When a Sponsorship Opportunity involves inclusion of Sponsor content (e.g., an advertisement) or branding (e.g., event sponsorship), Sponsor hereby permits SIO 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 SIO 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. SIO

shall only display Sponsor branding in accordance with the written branding guidelines provided by Sponsor to SIO in writing.

9. USE OF SIO NAME, BRANDS & LOGOS

SIO, SIO2023 and the Event logo are registered trademarks owned by SIO. Participation by a Sponsor in the Event does not entitle the Sponsor to use such names or logos, except that the Sponsor may reference SIO2023 and use the Event logo with reference to the Sponsor's participation as a Sponsor at SIO2023. Participation in the Event does not imply endorsement or approval by SIO of any product, service or participant and none shall be claimed by any participant.

Sponsor shall retain ownership of its logo(s), brand(s), and any promotional materials submitted to SIO. All use of Sponsor logo(s) in accordance with this Contract are to insure to Sponsor benefit. As between Sponsor and SIO, SIO 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.

10. INDEMNIFICATION

Sponsor agrees that it will indemnify, defend and hold Show Management 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 Show Management by Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Sponsor agrees that if Show Management or SIO 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 SHOW MANAGEMENT OR SIO BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

11. WARRANTIES

THE SPONSOR OPPORTUNITIES ARE PROVIDED "AS IS" AND SIO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY STATEMENTS OR FORECASTS ABOUT POTENTIAL ATTENDEES, VIEWERSHIP OR DISTRIBUTION. SIO 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 SIO or its affiliates.

12. AMENDMENTS/ INTERPRETATION

SIO 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. SIO 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 SIO 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 SIO.

13. ENFORCEMENT/ MISCELLANEOUS

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 SIO. 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 SIO except to a subsidiary or affiliate of Sponsor. SIO shall have the right to list Sponsor on its general (i.e., non-opportunity specific) list of advertisers/sponsors.

14. LIMITATION OF LIABILITY

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