

## AAPACN CONFERENCE ENGAGEMENT SOLUTION PROVIDER TERMS & CONDITIONS

1. **Codes and Agreements.** Engagement Solution Provider hereby agrees to be bound by the "Engagement Solution Provider Terms and Conditions." Engagement Solution Provider further agrees to adhere to and be bound by all applicable fire, utility and building codes and regulations; any rules or regulations of the host Hotel; and the terms of all leases and agreements between AAPACN and any other party relating to the exhibition. Engagement Solution Provider will not, nor permit others, to do anything to the Booth or the Hotel which would cause a difference in conditions from those previously approved by the insurance carriers of AAPACN, or the owners or managers of the Hotel, which will in any way increase premiums payable by any of said parties.
2. **Space Assignments.** Solution Central space will be allocated on a first come, first served basis, and where possible, in accordance with the Engagement Solution Provider's choice and preference and apart from its designated competitors. In case of conflicting requests, preferential assignment will be afforded to current AAPACN Business Partners, then to Engagement Solution Providers with continuing participation in past AAPACN conferences. AAPACN reserves the right to change location assignments at any time and for any reason whatsoever, at its sole discretion.
3. **Promotion and Marketing.** AAPACN will be entitled to use and reproduce the Engagement Solution Provider's name, trademark and logo in connection with promotion and production of the AAPACN conference. Engagement Solution Provider agrees to provide AAPACN with required images and company descriptions in accordance with the production schedule set by AAPACN for printed materials and setup of the Conference Mobile App. Failure to submit company information by the deadlines set may result in exclusion from conference materials.
4. **Engagement Solution Provider Representative Registration.** Engagement Solution Provider must register in advance of the event. Two (2) representative badges for each Engagement Solution Provider are included in the cost of registration. Additional badges may be purchased at the member registration full price. Engagement Solution Provider representative badges are transferrable. Changes to representatives must be provided to AAPACN, at the latest, one (1) week prior to the AAPACN conference. Each representative must always display the official AAPACN badge while in Solution Central. Engagement Solution Provider representatives who do not pre-register must complete an on-site registration form and submit proof of company affiliation. At least one (1) Engagement Solution Provider representative must be present at the assigned Solution Central space during event hours. Failure to fully staff/occupy said space during all event hours will result in a penalty fine of \$400. Engagement Solution Provider representatives may participate in all conference functions, including Engagement Events and education sessions, as coverage allows.
5. **Payment.** Application and full payment of all fees related to the Engagement Solution Provider package are due to AAPACN on or before forty-five (45) calendar days prior to the first day of the main AAPACN conference (or the first business day following 45 calendar days prior, if it lands on a weekend). If the Engagement Solution Provider fails to pay any or all such fees in accordance with payment deadlines, AAPACN reserves the right to cancel this contract without liability. In such event, AAPACN will retain any amount paid by the Engagement Solution Provider, as forfeited deposit.
6. **Cancellation.** Engagement Solution Provider will have the right to cancel this contract at any time by written notice to AAPACN. Cancellations made on or before sixty (60) calendar days prior to the first day of the main AAPACN conference will receive a full refund, minus a \$250 processing fee. Cancellations made fifty-nine (59) to forty-six (46) calendar days prior to the first day of the main AAPACN conference will receive a 50% refund of the full amount of fees for the Engagement Solution Provider package, minus a \$250 processing fee. Cancellations made on or after forty-five (45) calendar days prior to the first day of the main AAPACN conference will not receive a refund. In the event of cancellation due to acts of God, fire, strike, government relations, or other causes beyond the control of AAPACN, AAPACN will refund that portion of the Exhibit fee that it deems consistent with the expenditures and commitments already made.
7. **Exhibit Service Contractor.** In the interest of safety, continuity, security and control, the following are understood as exclusive services provided in Solution Central by AAPACN's selected trade show contractor and production vendor: materials, handling, electrical, furniture/equipment rental, and labor.
8. **Exclusions.** AAPACN will have the right to exclude or require modification of any display or demonstration which, in its sole discretion, it considers unsuitable to or not in keeping with the character of the space. AAPACN will have the right to prohibit the use of amplifying equipment or music that it considers objectionable. It is the Engagement Solution Provider's responsibility to secure required authorization and licensure to use any and all music played within the confines of their assigned Solution Central space. Engagement Solution Provider is prohibited from using strolling entertainment and distributing samples or souvenirs or presenting demonstrations or solicitations except from their own Solution Central space. Engagement Solution Provider will not sublet, assign, or share any part of the space unless it is with divisions of the same company. No Engagement Solution Provider is permitted to promote products, equipment, or services other than its own. Engagement Solution Provider signs, displays, and flyers are prohibited in any public space, guestrooms, hallways, or elsewhere on the premises of the Hotel, with the only exceptions being for official event sponsorship and hospitality suites.
9. **Conduct at Engagement Events.** Engagement Events at the AAPACN conference are intended to offer Engagement Solution Providers an opportunity for one-on-one communication with attendees. The purpose of the events is to further the education of attendees through product displays and demonstration. The promotion of products or services during Engagement Events does not constitute an endorsement by AAPACN. All medical devices and/or pharmaceuticals exhibited must have fulfilled all applicable FDA regulations and must have received approval from FDA for the use exhibited at Engagement Events.
10. **Installation/Dismantling.** Engagement Solution Provider agrees to install and dismantle the assigned Solution Central space in accordance with the schedule set by AAPACN. No unpacking will be permitted after the end of the scheduled installation time. If Engagement Solution Provider is not setup by the end of the scheduled installation time, Engagement Solution Provider will be deemed to have cancelled the Solution Central space contracted for, and AAPACN shall have the right to use such space as it deems appropriate. In such event, the Engagement Solution Provider will still be responsible for all

expenses incurred related to the cancelled Solution Central space. Engagement Solution Provider will not be permitted to dismantle their assigned Solution Central space before the scheduled dismantling time, following the conclusion of the final Engagement Event, unless special permission is obtained from AAPACN in writing. Failure to comply with the established schedule will result in a penalty fine of \$400. Materials not removed within the scheduled dismantling time will be removed and stored by AAPACN's selected trade show contractor at the Engagement Solution Provider's expense.

11. **Taxes and Licenses.** Engagement Solution Provider will be responsible for obtaining any licenses, permits, or approvals required under local or state law applicable to their activity at the Engagement Events. Engagement Solution Provider will be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that will become due to any governmental or other authority in connection with their activity at the Engagement Events.
12. **Hospitality Suites.** Only contracted Engagement Solution Providers and Sponsorship Solution Providers may use a suite or function-space for hospitality purposes. All requests must be directed to AAPACN for approval and assignment. Hospitality suites may not be open during official AAPACN programming.
13. **"In Conjunction With" meetings.** All meetings, events, functions and/or activities held in conjunction with the AAPACN conference by Engagement Solution Provider and Sponsorship Solution Provider companies and related organizations, whether at the host Hotel or at outside venues, must be approved by AAPACN. "In Conjunction With" events are functions that include the AAPACN attendees but are not planned by or sponsored by AAPACN. They include but are not limited to the following:
  - Social Events
  - Focus Groups
  - Investigator's Meetings
  - Hospitality Type Meetings and Events
  - User Groups
  - University Alumni Events
  - Staff Meetings

Functions involving attendees may not be held during any time that conflicts with official AAPACN programming, exhibits or events, including AAPACN pre-conference workshop activities. Any violation of this "In Conjunction With" clause will subject the Engagement Solution Provider company or related organization to lose conference participation privileges for two consecutive years.

14. **Liability.** Insurance and liability are the full and sole responsibility of the Engagement Solution Provider. This contract will not constitute or be considered a partnership, joint venture, or agency relationship between AAPACN and the Engagement Solution Provider. Engagement Solution Provider hereby agrees to and does indemnify, hold harmless, and defend AAPACN, AAPACN's selected trade show contractor and production vendor, and host Hotel from and against any and all liability, responsibility, loss, damage, cost, or expense of any kind whatsoever (including but not limited to cost, interest, and attorney's fees) which arise directly or indirectly from any intentional or negligent act or omission by Engagement Solution Provider or any of its employees, invitees, or agents. Engagement Solution Provider further agrees that AAPACN, AAPACN's selected trade show contractor and production vendor, host Hotel and respective employees and agents will not be responsible in any way for damage, loss, or destruction of any property of Engagement Solution Provider or its representatives, agency, employees, licensees, or invitees.
15. **Security and Insurance.** AAPACN will provide security during installation and dismantling. However, the Engagement Solution Provider is solely and fully responsible for the protection of their own property to its full value, either through purchased insurance or self-insurance. All property of an Engagement Solution Provider is understood to remain in its care, custody, and control in transit to, from or within the confines of Solution Central.
16. **Pre/Post- Attendee List.** AAPACN will provide Engagement Solution Provider one (1) attendee list prior to the start of the AAPACN conference and one (1) final attendee list after the conclusion of the AAPACN conference. The list will include attendee first name, last name, title, credentials, email address, and physical mailing address. Only attendees who have not opted out from marketing communications will be included on the list. Each list is one-time use only and Engagement Solution Provider must reference the AAPACN conference as the source. Engagement Solution Provider may not distribute this list to any outside party not directly associated with the AAPACN conference.