

Academy of Breastfeeding Medicine Exhibit Agreement -Terms and Conditions

- 1) **APPLICATION AND ELIGIBILITY.** Application for exhibit space must be made on the printed form provided by the Academy of Breastfeeding Medicine (hereinafter "the Association"), contain the information as requested, and be executed by an individual who has authority to act for the applicant. This exhibition is designed for the display and demonstration of products and services relating to the promotion, protection, and support of breastfeeding of those individuals attending the Association's 2021 International Annual Meeting and subsequent virtual presentations. The Association shall determine the eligibility of any company, product, or service. The Association may reject the application of any company whose display of goods or services is not compatible with the educational character and objectives of the exhibition. In the event an application is not accepted, any paid fees or deposits will be returned. Upon receipt and acceptance of application by Association, this application and these Terms and Conditions shall constitute a binding and enforceable contract. Acceptance constitutes one or more of the following: applicant's receipt of Association confirmation letter or email message, shared Meeting information to Exhibitor or information.
- 2) **EXHIBIT PACKAGE PRICE.** Standard Prices per opportunity: Non-profit - \$1,000, VIP - \$1,950, Premier - \$3,000. See Exhibitor Package and Fees for specific package benefits. Exhibit dates and times are subject to change by Association. Do not email credit card numbers per PCI compliance guidelines, and please note that a member of the Association will call to collect that information. Save a copy of the form for your records.
- 3) **PAYMENT DATES.** No exhibit space will be guaranteed until the Association receives full payment of the total fee, along with a signed application and such application is accepted by Association. If full payment is not received by **October 5, 2021**, the Association will have the right, but not the obligation, to attempt to resell the assigned space and the cancellation terms outlined below shall apply. The Exhibitor expressly understands and agrees that all amounts paid hereunder will be applied first to any outstanding obligations due the Association by the Exhibitor, and then to the amounts due in accordance with this paragraph. Any resulting arrearages must be paid within the time limits specified herein. The Association will have the right to cancel this Agreement if the Exhibitor is or becomes in arrears with respect to any outstanding obligation due the Association. Credit card payments more than \$5,000 will be assessed a 3% processing fee.
- 4) **CANCELLATION OF EXHIBIT SPACE.** If the Exhibitor notifies the Association in writing of the Exhibitor's intent to cancel the Agreement after acceptance but prior to **September 3, 2021**, a full refund of monies, minus a \$250 USD administrative fee, will be made. No refunds will be made, or cancellations accepted after **September 3, 2021**. In the event of cancellation by an exhibitor at no time can the cancellation fee be considered a donation or be recognized as support of the Association.

If for any cause beyond the control of the Association - such as, but not limited to, inability to use a facility or software for any reason by an act of God, the public enemy, authority of the law, fire, or other force majeure - the Association is unable to comply with the terms of this Agreement and deliver the space allotted hereunder, this Agreement shall be considered terminated, and any payments made hereunder by the Exhibitor shall be refunded to the Exhibitor, less expenses incurred by the Association to the date of the termination allocable to the Exhibitor after proration thereof among all exhibitors. Reductions or downsizing in exhibit space will be treated as exhibit cancellations and refunds will be made accordingly and depending on time of reduction. Furthermore, the Association has full authority to relocate any exhibitor after Exhibitor provides notice of downsizing of space. The above cancellation fee terms shall apply regardless of the execution date of this Agreement and regardless of any re-sale of exhibit space cancelled by Exhibitor.
- 5) **ASSIGNMENT OF EXHIBIT SPACE.** Virtual exhibit space will be assigned by level in alpha order, Exhibit table space will be assigned as a first come first served, and deposit are received, and compatibility of the Exhibitor's products or services with the Association's aims and purposes. The Association reserves the right to assign space location other than the choice requested and the right to rearrange the floor plan and/or relocate any exhibit space.
- 6) **EXHIBIT SPACE CONDITIONS.** The virtual exhibit space consists of the below mentioned benefits: An assigned exhibit number, virtual participation in the exhibit gallery with Exhibitor logo, 50-word organizational description, and a link to Exhibitor's website. Additional features will be made available based upon level of participation listed on page 1 of the application.
- 7) **CONDUCT OF EXHIBITS.** The virtual advertisement or display of goods or services other than those manufactured, distributed, or sold by the Exhibitor in the regular course of business and identified in this Agreement is prohibited. An exhibitor may not assign, sublet, or apportion all or any part of the contracted exhibit space, nor may an exhibitor permit the virtual display, promotion, sales, or marketing of non-exhibitor products or services. All sales activities must be compliant with the FDA and OIG. There is no restriction on selling on the exhibit space provided that sales transactions may be consummated only within the Exhibitor's own exhibit space. Exhibitors are responsible for compliance with local, state, and federal tax regulations for sales.

The Association reserves the right to restrict the operation of, or evict completely, any exhibit which, in the sole discretion of the Association, detracts from the general character of the exhibition. This applies to website links, images, descriptions, and any enabled additional features made viewable within the virtual space.
- 8) **INSTALLATION/REMOVAL.** All exhibit information must be uploaded by the Exhibitor no later than 4pm on Monday, **October 5, 2021**, without exception. At 4pm on Monday **October 5, 2021**, an inspection will be made and virtual exhibits that are not complete will be removed from the virtual exhibit gallery. Changes to all exhibiting information is the sole responsibility of the Exhibitor. The virtual exhibit gallery will remain active for 6 months through **May 31, 2022**, at which time the virtual exhibit gallery will no longer be active.
- 9) **ADDITIONAL EXHIBITOR SERVICES.** Other services may be available to exhibitors at normal additional charges through the Association. An exhibitor's service kit including login information, options available, and specifications will be emailed to all exhibitors shortly after they receive confirmation of their application. The Association will have oversight of all software-related information received from exhibitors. Although the Exhibitor is solely responsible for the uploading of information within their virtual exhibit space, the Association will have complete control of all coordination of the setup, management, and removal of exhibitor virtual exhibit space and corresponding provided information.
- 10) **HOSPITALITY AND ENTERTAINMENT.** Virtual hospitality suites or events sponsored by exhibitors must be approved by the Association in writing. No entertainment may be scheduled to conflict with the Association's program hours, activity hours, or scheduled exhibit hours. Chat rooms and focus groups need to be approved by the Association. Organizations that are not exhibitors or are not Industry Relations Council members are not permitted to have hospitality functions.
- 11) **EXHIBIT STAFF REGISTRATION.** Prior to **October 5, 2021**, the Exhibitor shall register with the Association one (1) representative per paid exhibit space to provide access to the software and will serve as the primary Exhibitor contact. Exhibitor access codes are non-transferable.
- 12) **GENERAL CONFERENCE REGISTRATION.** Each exhibitor personnel who wishes to attend the program sessions, or any optional activities associated with the Annual Meeting must register through regular channels. There will be a **\$595** charge for additional full meeting registration.
- 13) **UNACCEPTABLE EXHIBITS.** The Exhibitor agrees not to use any website links, images, descriptions, and any enabled additional features made viewable within the virtual space that the Association determines, in its absolute discretion, are in bad taste, are liable to discredit or subject the Association to criticism or legal liability, are inconsistent with the stated purposes of the Association and the interest and welfare of its members, are inimical to the property rights of the Association, or violate the virtual exhibiting regulations or any other provision of this Agreement. In the event the Association determines at any time that any virtual exhibit may or does violate this Agreement and the Exhibitor is unable or unwilling to cure or correct such violation, the Association may terminate this Agreement immediately and forbid publication of the virtual exhibit or may remove or cause the exhibit to be removed, and

- the Exhibitor hereby waives any claim for refund of the exhibit space or other damages arising out of such termination and/or exhibit removal. Any exhibitor who is uncertain as to whether a virtual exhibit follows all applicable regulations and requirements should contact the Association. In addition to its right to close an exhibit and withdraw acceptance of the Agreement, the Association, in its sole discretion, may refuse to consider the Exhibitor for participation in future shows if the Exhibitor breached the Agreement or any of the relevant rules and regulations.
- 14) **ADVERTISING MATERIAL.** The Association will not endorse, support, or be liable for the claims made by the exhibitors as to the qualities or merits of their products or services, and no advertising or mention will indicate, claim, or suggest such endorsement or support. The use of the Association's name or logo is expressly forbidden without prior approval by the Association.
- 15) **FDA REGULATIONS.** Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product not FDA-approved for a particular use or not commercially available in the U.S. may be virtually exhibited only if accompanied by a virtually visible posting indicating the status of the product. Exhibitors shall have available on their exhibit space or linked webpage a letter from the FDA that describes the allowable use of any drug or device exhibited.
- 16) **INDEMNIFICATION.** The Exhibitor agrees that it is responsible for the defense and payment of all claims, demands and suits on account of any alleged injuries, or other loss by individuals, to any party occurring in the virtual exhibit gallery or elsewhere because of the acts or omissions of the Exhibitor, its employees or agents, licensees, guests, or contractors. The Exhibitor agrees to defend, indemnify and hold harmless the Association, and their respective owners, managers, officers or directors, agents, employees, independent contractors, subsidiaries and affiliates (collectively "Indemnitees"), from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which any Indemnitee, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the Exhibitor, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Exhibitor. The term of this section shall survive the termination or expiration of this agreement.
- 17) **AMERICANS WITH DISABILITIES ACT.** The Exhibitor shall ensure that its exhibit space and its promotional materials and activities comply with the Americans with Disabilities Act to allow persons with disabilities equal access to goods and services.
- 18) **LIABILITY FOR DAMAGES OR LOSS OF PROPERTY.** The Exhibitor shall protect, indemnify, and hold harmless the Association and software vendors from all liability, loss, damage, expense, or loss of property or income that might be derived therefrom, including that caused by or resulting from the negligence of the Association.
- 19) **FAILURE TO OCCUPY SPACE.** Any exhibit space without information uploaded into the exhibitor portal by **4 pm, October 5, 2021**, shall be forfeited by the exhibitor, and space may be resold, reassigned, or used by the Association without refund, unless a request for delayed occupancy has been received and approved in advance by the Association in writing. Forfeited space may be resold, reassigned, or used by the Association without refund to Exhibitor.
- 20) **EXHIBIT SPACE FLOOR PLAN.** Every effort will be made to maintain the general configuration of the floor plan for this Annual Meeting. However, the Association reserves the right to modify the plan, if necessary, as determined solely by the Association. **MISCELLANEOUS.** The Association shall have the sole authority to interpret and enforce all terms and conditions governing exhibitors and this exhibition. All matters not specifically covered herein are subject to decision by the Association and such decision shall be final. These terms and conditions may be amended at any time by the Association upon written notice to all exhibitors. The Exhibitor expressly agrees to be bound by the terms and conditions set forth herein and by any amendments thereto adopted by the Association from time to time. This Agreement shall be interpreted under the laws of the United States and of the State of Illinois and any disputes shall be heard only in courts located in Cook County, Illinois.
- 21) **NO GUARANTEE OF ATTENDANCE.** The Association does not guarantee specific levels of attendance at the Event. Exhibitor shall not be entitled to any refund, in full or in part, of any amounts paid based on actual attendance levels. In addition, the Association makes no express or implied warranty as to the success or profitability the Exhibitor will derive from exhibiting, advertising, sponsoring or any other promotion done with the Association.
- 22) **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ASSOCIATION, AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "EXHIBITION 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 ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION OR FOR ANY CLAIM BY THE EXHIBITOR, EVEN IF ANY OF THE EXHIBITION PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT EXHIBITION PARTIES' SOLE AND MAXIMUM LIABILITY TO THE EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT SPACE FEE. THE EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE EXHIBITION PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT SPACE FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY EXHIBITION PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.
- 23) **ADDITIONAL TERMS AND CONDITIONS.** The Association has sole control over attendance policies. Except as provided in this Agreement, all monies paid by the Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Any amendment to this Agreement must be in writing and signed by an authorized representative of the Association. The Exhibitor may not assign this Agreement or any right hereunder, nor may the Exhibitor sublet or license all or any portion of the assigned exhibit space. The terms and conditions of this agreement shall govern notwithstanding any inconsistent or additional terms and conditions on any purchase order or other documents submitted to the Association. The Exhibitor agrees if the Association takes legal action to enforce this Agreement, the Exhibitor shall be responsible for all reasonable costs, including attorney fees, for such enforcement.