

# Pri-Med Exhibit Space Contract Terms

Exhibit A

Updated: November 1, 2021

## EXHIBIT A

### Exhibition Rules and Regulations

- 1. MANAGEMENT** -- “Management” or “Pri-Med” as used herein shall mean DBC Pri-Med, LLC, including its officers, committees, agents or employees acting on its behalf in the management of the Regional Conference Programs or Annual Conference Exhibitions (hereinafter said events are collectively “Event”).
- 2. ELIGIBLE COMPANY INTEREST** – Only those Company Interests (hereinafter, “CIs” or “Exhibitors”) offering materials, products, education, or services of specific interest to event registrants and attendees may exhibit, present, or otherwise participate at the Event. Management reserves the right, in its sole discretion, to determine the eligibility of any applicant as an Exhibitor and the appropriateness of any product. Exhibitors who are manufacturers’ or distributors must provide to Management a list of their principals or staff who will be attending any Regional Event in advance or they may not be admitted. No more than 2 Exhibitor personnel per 100 square of exhibit space reserved may be present at a time during an Event.
- 3. FEES** – The fees set forth in this Contract shall be payable in accordance as invoiced on the dates and timeframes set forth in the Contract.
  - a.** For any amounts more than sixty (60) days past due, CI’s rights shall be forfeit and Management shall have the right to offer the contracted services to others. Further Management shall have the right to terminate the contract and hold CI responsible for payment of all amounts due as of the termination date, which shall accrue interest at the rate of 1.5% of the contract value per month, or if lower, the highest rate permitted by law.
  - b.** Credit card payments are not acceptable for Contracts whose total fees exceed \$50,000. These fees must be paid for via check, ACH or Wire Transfer. A 2.9% servicing fee will be applied to all credit card payments that exceed \$5,000.
  - c.** For any amounts one hundred twenty (120) days past due, Pri-Med reserves the right to pursue collection through a third-party collection agency and otherwise pursue all other rights and remedies that may be available to it, whether provided by law, equity or statute.
  - d.** All rights and remedies of Pri-Med set forth herein are cumulative and not exclusive of any other rights or remedies that may be available to it, whether provided by law, equity, or statute.
- 4. CANCELLATION** – In the event CI desires to cancel all or part of the Contract, the following provisions shall apply:
  - a.** Written notice of cancellation must be delivered to Management by certified mail or an acknowledged e- mail

to Pri-Med, 855 Boylston Street, Suite #501 Boston, MA 02116, mshea@pri-med.com.

**b.** In the event written notice of cancellation is received by Management at least six (6) months (180 days) prior to the opening date of the Event(s), CI will be responsible for and Management may retain one half (50%) of the Contract fee for the Event(s).

**c.** In the event written notice of cancellation is not received by Management at least six (6) months (180 days) prior to the opening date of the Event(s), the CI shall owe a cancellation fee equal to 100% of the Contract fee for the Event(s).

**d.** No Credits are recognized for previous Event cancellations triggered by CI unless otherwise agreed by the parties in writing.

**e.** In the event payments made exceed the cancellation fee due, Management shall refund such excess fee to CI. Except for any such excess amounts payable to CI in the event of cancellation, all payments made to Management under this CI Contract shall be deemed fully earned and non-refundable when made. All Cancellation fees are acknowledged by CI to constitute a reasonable and good faith estimate of Management's loss in the event of cancellation.

**5. SUBLEASING AND ASSIGNMENT OF CONTRACT** – Exhibitors may not sublet, sub-divide or assign their space or rights under the contract, in whole or in part, without the prior written consent of management who shall have the sole right to approve co-exhibitors as well. Management may assign the Contract and its obligations.

**6. RIGHT OF FIRST REFUSAL** – Participation in this Event does not convey or guarantee a Right of First Refusal to Exhibitor for participation in any other of Management's events or marketing opportunities.

**7. ASSIGNMENT OF LOCATION** – Management shall have full authority to determine the location and allocation of exhibit and Industry Theater space and reserves the right, in its sole discretion, to later amend floorplans and reassign or relocate exhibits or Industry Theaters in areas as may be reasonably required to achieve the best experience for all attendees. Unless otherwise agreed to in writing, only one company name per booth will be listed on the booth sign, in onsite materials and/or conference guides.

**8. ARRANGEMENT OF EXHIBITS** – Exhibits shall not interfere with any Pri-Med educational activity and shall be arranged to avoid obstructing the view of other exhibits. Exhibits, demonstrations and Industry Theaters must be self-contained within the space assigned and may not interfere with normal traffic flow or neighboring Exhibitor's space. Exhibitors may not attach items to facility structures or furniture or alter facility structures or furniture in any way or otherwise prepare utilize its space in a manner that is inconsistent with the design approved in advance by Management. Exhibits and any use of space shall not interfere with the operation of or accessibility to utility, heating, ventilation, or air conditioning systems.

**9. OBJECTIONABLE DISPLAYS/CONDUCT** – Management reserves the right to terminate or alter Event privileges of any Exhibitor, and remove personnel due to objectionable, disruptive, or annoying conduct of personnel, inappropriate exhibit materials, or for any other cause which, in the sole discretion of Management, is incompatible with the purpose of the Event, without liability for any refunds or other expenses incurred by Exhibitor. The distribution of samples, souvenirs, publications, etc. or other sales or sales promotion activities may be conducted by Exhibitor only from within its booth and must be of products or materials made, processed, used, or sold by Exhibitor, unless prior written permission is granted by Management. Exhibitors who offer items

for sale at the Event must allow returns and refunds for any unopened and unused product which is returned prior to the final day of the Event.

**10. EXHIBIT STAFFING/PREPARTION** – Exhibitor shall staff its booth during all open hours of Event. Exhibitor's displays and related materials shall be substantially assembled by the opening time and shall not be dismantled or removed prior to Event closing. Exhibitor shall provide information who will staff its kiosk or exhibit booth to Management if such staff does not separately register and obtain a badge for the Event. If the exhibit space is not fully prepared and occupied by Exhibitor's staff prior to the opening of the Event, Exhibitor shall be deemed to have cancelled the Contract as of such date. In the event an Exhibitor fails to remove its exhibit and all materials from its space in the allotted time, Management reserves the right, at the Exhibitor's expense, to remove and ship the exhibit and or other materials through a carrier of Management's choosing or to make such other disposition of the items as it may deem desirable.

**11. HOSPITALITY FUNCTIONS** - Scheduling of private functions, cocktails parties, special events or other hospitality functions planned in conjunction with the Event, venue or host hotels must be coordinated directly with Management. Functions during the period of Event move-in, Event hours or move-out are prohibited. Management and Convention Center shall not be held liable or responsible in any way for hospitality functions that Exhibitor schedules in conjunction with the Event.

**12. ALCOHOLIC BEVERAGES** – Exhibitors shall not be permitted to serve, sample or give away alcoholic beverages in the Exhibit area without the prior written consent of Management, which shall only be granted if the Exhibitor utilizes a licensed caterer in accordance with the requirements of the Event facility and applicable law. Under no circumstances shall any Exhibitor be permitted to sell alcoholic beverages in the Exhibit area. t and the Event venue.

**13. LOTTERIES/CONTESTS** – The operation of games of chance, or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and with prior written approval from Management.

**14. PHOTOGRAPHY** –Photographs or videotaping of the exhibits or Industry Theaters of other Exhibitors is prohibited. Attending personnel of exhibitors or qualified press must seek advance written approval to photograph or film outside of their own engagement area or Industry Theater at the Event and must abide by all conditions imposed. In no event shall recognizable images be captured of individuals attending without their express written consent.

**15. COPYRIGHTED WORKS** – Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc. which may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to, music, images, video and software. Exhibitor shall not infringe on the copyrights, trademarks, patents or other intellectual property rights of any third party.

**16. COMPLIANCE WITH LAWS** – Exhibitors shall comply with all applicable local, city, state and federal laws and regulations including but not limited to those regarding safety, fire and health laws; industry compliance codes, copyright and trademark laws, the laws and regulations of the US Food and Drug Administration and the US Department of Health and Human Services; and the Policies, Rules and Regulations of the facility and Management, regarding the installation, dismantling and operation of its booth which may be included in the Exhibitor Manual (separately provided to Exhibitor). To the extent an Exhibitor determines that it may have reporting obligations pursuant to the so-called Clinician Payment Sunshine Act (section 6002 of the Affordable Care Act), Management will cooperate with Exhibitor in providing information reasonably necessary to comply

with such reporting requirements.

**17. REGISTRATION AND ADMISSION** – All visitors to the Event, including Exhibitor personnel, must register. Admission to the Event is only open to adults affiliated with the healthcare industry. Management shall have sole control over admission policies at all times and reserves the right to exclude any attendee it deems inappropriate for the Event and to eject any person who is not complying with its reasonable rules for Event participation. No persons under 18 years of age will be admitted to any Event under any circumstances.

**18. EVENT GUIDE** – As an accommodation to Exhibitor and to promote the Event, Management may list Exhibitor in a catalog or online listing prepared and distributed in connection with the Event, and Exhibitor hereby grants a limited, non-exclusive, non-transferable worldwide royalty-free right and license to Management to use Exhibitor's name, trademarks and/or logos for such purpose. Management shall have no liability to Exhibitor for any errors or omissions contained in such catalog. Exhibitor shall defend and hold Management harmless for any liability it incurs related to an infringement claim stemming from this listing.

**19. SHIPPING AND SERVICE CONTRACTOR** – For Events booths that are not "turnkey," and unless otherwise negotiated by the parties, all costs of shipping, cartage, carpeting and handling are Exhibitor's responsibility. Further, it shall be Exhibitor's responsibility to ensure all handout type of materials used at its kiosk or booth are shipped to Management's local warehouse if they cannot be hand carried.

**a.** A Service Contractor selected by Management will be responsible for drayage from the drayage warehouse to the Exhibitor's booth; removal and, at the end of the Event, return of crates and empty cartons; delivery of packed goods to the loading dock of the Event premises; and loading onto transport vehicles for drayage back to the drayage warehouse.

**b.** All arriving goods and exhibits will be received at receiving areas designated by Management. All incoming goods and exhibits must be plainly marked and all charges prepaid.

**c.** All additional services not listed in this Contract and required by Exhibitors should be ordered directly from the Service Contractor. Each Exhibitor will receive an Exhibitor Service Manual containing the appropriate order forms. Exhibitors using the Service Contractor hereby agree to be bound by the rules set forth in the Exhibitor Service Manual. These additional services are not part of this agreement and must be ordered separately.

**d.** Management and its officers, agents, and employees shall not be liable for any loss, damage or injury related to the receipt, handling, care, custody, of Exhibitor's property of any kind shipped or otherwise delivered to the Exhibition, either prior to, during or subsequent to the use of the exhibit space by Exhibitor.

## **20. LIMITATION OF LIABILITY**

**a.** Management assumes no risk; and, by the acceptance of this Contract, Exhibitor expressly releases Management of and from any and all liability for any damage, injury or loss to any person or goods which may arise from the rental and occupation of said space by Exhibitor. In no event shall Exhibitor have any claim for Damages of any kind against Management in respect to any Damages, direct or consequential, because of the prevention, postponement or abandonment of the Exhibition, by reason of Force Majeure, or otherwise if for any reason beyond Management's control the Exhibition facility becomes wholly or partially unavailable for the holding of the Exhibition. If, in the opinion of Management, by re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall or building, or in any other reasonable manner, the Exhibition

can be carried through, the Contract shall be binding upon the parties, except as to the size and position of space, which Management may modify as it deems necessary under the circumstances in its reasonable discretion.

**b.** Management's liabilities for all claims, in contract, tort or otherwise, shall not exceed the amount of the fees paid to Management by Exhibitor in connection with the Contract. In no event shall either party be liable to the other for any consequential, indirect, special or incidental Damages, even if a party has been advised of the possibility of such potential Damages. The foregoing limitation of liability and exclusion of certain Damages shall apply regardless of the success or effectiveness of other remedies.

**21. INSURANCE**—Exhibitor is advised to obtain, at its own cost and expense, general liability insurance of no less than \$1,000,000 property damage and personal injury with broad form endorsement including products and completed operations. In no event shall Management be responsible for any loss of or damage to Exhibitor property occasioned by theft or other insurable casualty. Exhibitor acknowledges that it shall have full responsibility to insure or otherwise keep and protect its property safe from theft or loss.

**22. INDEMNIFICATION** – Exhibitor shall indemnify, defend and hold harmless Management, the owner and operator of the exhibition facility, the city in which the Event is being held, and its and their respective officers, agents, employees, affiliates, and subsidiaries from any and all claims, injuries, losses, liabilities, obligations, damages, expenses and costs (including, but not limited to, attorneys' fees and other similar costs of defending claims or law suits brought against Management and the above referenced others) (collectively, "Damages") if and to the extent such Damages result from (a) Exhibitor's breach or alleged breach of its duties, obligations, covenants, warranties and representations under this Contract, or (b) Exhibitor's actions or omissions related in any way to the Event, including but not limited to its decision to hire third-parties in connection with its exhibit or to invite co-exhibitors to share its space. Exhibitor's duty to indemnify Management and others hereunder shall not be affected by any contention that they were negligent, and that such as Damages, unless and until a court of competent jurisdiction in a matter involving third-party liability finds that such Damages resulted from Management's bad faith, gross negligence, or willful misconduct.

**23. CONTRACT ACCEPTANCE**— Deposit of Exhibitor's payment and receipt of its signed Contract does not constitute contract acceptance. The Contract shall not be binding until accepted in writing by DBC Pri-Med, LLC.

**24. DEFAULT AND VIOLATIONS** – If CI defaults in any of its obligations under the Contract or violates any of its obligations or covenants under the Contract, including without limitation any exhibition rules or regulations promulgated by the Event venue, Management may, in addition to any other remedies provided for herein or otherwise available to Management at law or in equity, without notice, terminate the Contract and retain all monies received on account as liquidated damages. Management may thereupon direct the CI forthwith to remove its employees, agents and representatives, and all of its articles of merchandise and other personal property from the space contracted for and from the Event.

**25. FORCE MAJEURE** – In the event the Event venue shall become, in the sole discretion of Management, unfit for occupancy, or in the event the holding of the Event or the performance by Management under the Contract is substantially or materially interfered with by virtue of any cause or causes not reasonably within the control of Management, said Contract and/or the Event (or any part hereof) may be terminated by Management. Management shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Management. If Management terminates said Contract and/or the Event (or any part thereof) as aforesaid, then Management may retain such part of CI's fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have

occurred, and there shall be no further liability on the part of either party. CI's fees paid, which do not relate to services delivered or expenses incurred shall be rolled over to a future edition of the Event, unless it requests a refund in writing. For purposes hereof, the phrase "cause or causes not reasonably within the control of Management" shall include, but shall not be limited to, to acts of war, acts of God, riot, sabotage, labor shortage or dispute, internet interruption, government acts, civil disturbances, epidemics and other similar events.

**26. AUTHORITY TO CONTRACT**—Exhibitor hereby covenants, represents and warrants, as applicable, that:

- a.** if it is a legal entity, it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization;
- b.** if it is a legal entity, its execution, delivery and performance of this Contract, the fulfillment of and the compliance with the respective terms and provisions hereof, and the due consummation of the transactions contemplated thereby, have been duly and validly authorized by all necessary corporate or other legal action of Exhibitor (none of which actions has been modified or rescinded, and all of which actions are in full force and effect); and
- c.** the Contract constitutes a legal, valid and binding obligation of Exhibitor, enforceable against Exhibitor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting generally the enforcement of creditors' rights.

**27. MISCELLANEOUS** – The Contract and its exhibits and attachments constitute and contain the entire agreement between the parties with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreements. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein. This Agreement may be executed in counterparts each of which shall be deemed an original and all such counterparts shall constitute one and the same agreement. This Contract will be deemed entered into in Massachusetts and will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, excluding that body of law known as conflicts of law. The provisions of this Contract relating to payment of any fees or other amounts owed, indemnification, confidentiality, limitations of liability and intellectual property shall survive any termination or expiration of this Agreement. The terms of this Contract are the confidential information of Management.