

APPLICATION AND CONTRACT TERMS AND CONDITIONS— SGNA 47th ANNUAL COURSE: A VIRTUAL EXPERIENCE EXHIBITOR

This Application and Contract to participate in the **SGNA 47th ANNUAL COURSE: A VIRTUAL EXPERIENCE** (“Show”) a virtual event scheduled to occur over October 31, 2020 – November 2, 2020 (“Show Dates”) shall become effective when it has been submitted by the exhibiting company and accepted by the SGNA (SOCIETY OF GASTROENTEROLOGY NURSES AND ASSOCIATES). The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Application and Contract by SGNA, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively “this Contract”) shall become a legally binding contract between SGNA and exhibiting company (“Exhibitor”).

As used herein, “booth,” “space,” “floor plan,” and “show floor” are all in reference to a virtual exhibit floor and trade show.

1. SHOW MANAGEMENT

SmithBucklin will serve as manager of the Event’s trade show (“Show”). SmithBucklin is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. SmithBucklin acts as a liaison between exhibitors, SGNA and all official show contractors. If you have any questions about your exhibit booth, contact SmithBucklin directly.

SmithBucklin
330 N. Wabash Ave.
Ste. 2000
Chicago, IL 60611 USA
Phone: 312-673-5693
Email: exhibits@sgna.org

2. VIRTUAL BOOTH DESCRIPTION & COST

Virtual Booth - Exhibitor Booth Only: \$2,500
Virtual Booth - Premium Exhibitor Package: \$5,000
Virtual Booth - Deluxe Exhibitor Package: \$15,000

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the “Exhibit Booth Fee.”

3. PAYMENTS, CANCELLATIONS & REFUNDS

Exhibitor must remit a 100% of the total Exhibit Booth Fee with the submission of this Contract. Notwithstanding the foregoing, a Contract submitted on or after October 5, 2020 must be accompanied by full payment of the Exhibit Booth Fee at the time of submission.

A Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Checks must be payable to SGNA and can be remitted to the following address:

SGNA - Exhibits
8275 Solutions Center
Chicago, IL 60677-8002

For ACH/wire payments, please email exhibits@SGNA.org for remittance instructions.

SGNA reserves the right to hold or revoke Exhibitor registration access for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

4. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation of exhibit space must be directed via email to exhibits@sgna.org, provided that the cancelling Exhibitor obtains confirmation of SGNA's receipt of the email on or before the cancellation deadline.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after October 1, 2020. Should an Exhibitor cancel even partial space on or after October 1, 2020, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel subsequent to SGNA cancellation pursuant to Section 5.

5. CANCELLATION OR CHANGES TO SGNA 47TH ANNUAL COURSE: A VIRTUAL EXPERIENCE BY SGNA

If for any reason beyond SGNA's control SGNA determines that **SGNA 47TH ANNUAL COURSE: A VIRTUAL EXPERIENCE** must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that SGNA shall not refund any amounts Exhibitor paid towards the Exhibit Booth Fee OR sponsorship/marketing opportunities and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of SGNA or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to SGNA for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, setup, lodging, decorator freight, employee wages, etc.

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

6. ELIGIBILITY TO EXHIBIT

SGNA reserves the right to determine the eligibility of any exhibitor for inclusion in the Event and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of SGNA, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Event must remain in effect from the time of submission of the Contract to the time of the Event and should SGNA determine that Exhibitors no longer eligible to exhibit at the Event (though previously deemed eligible), SGNA may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

7. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them nor shall they exhibit or permit to be exhibited in their space any products or advertising materials which are not a part of their own regular products, or which are not compatible with the purpose and/or character of **SGNA 47TH ANNUAL COURSE: A VIRTUAL EXPERIENCE** must as determined by SGNA in its sole discretion.

8. PROMOTIONAL ACTIVITIES

Further, Exhibitors shall not engage in any promotional activities which SGNA determines to be outside the purpose and/or character of The SGNA Show as determined by SGNA in its sole discretion.

9. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to SGNA that no materials used in or in connection with their exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify SGNA of any information of which the Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor agrees to indemnify, defend and hold SGNA, 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 Exhibitor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, SGNA, 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 Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

10. USE OF SGNA (SOCIETY OF GASTROENTEROLOGY NURSES AND ASSOCIATES) NAME

SGNA, The Show and The Show logo are registered trademarks owned by the SGNA. Participation by an Exhibitor in the Show does not entitle the Exhibitor to use such names or logos, except that the Exhibitor may reference The Show and use The Show logo with reference to the Exhibitor's participation as an Exhibitor at the **SGNA 47TH ANNUAL COURSE: A VIRTUAL EXPERIENCE**. Participation in the Show does not imply endorsement or approval by SGNA of any product, service or participant and none shall be claimed by any participant.

11. EVENT HOURS

The event hours below are subject to change. The times below are also inclusive of the full day of events, and not just exhibit specific time.

October 31, 2020: 8:00 am – 5:00 pm CDT
November 1, 2020: 8:00 am – 5:00 pm CDT
November 2, 2020: 8:00 am – 3:15 pm CDT

12. BADGES

Exhibitors are provided 2-6 complimentary Exhibitor badges per their virtual booth package they have chosen. See grid for badge allotment below for specifics:

Virtual Booth - Exhibitor Booth Only: 2 complimentary passes
Virtual Booth - Premium Exhibitor Package: 4 complimentary passes
Virtual Booth - Deluxe Exhibitor Package: 6 complimentary passes

13. INDEMNIFICATION

Exhibitor agrees that it will indemnify, defend and hold Show Management, SGNA, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor, its employees, agents or contractors; b) the failure by Exhibitor, 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 Exhibitor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor agrees that if Show Management or SGNA is made a party to any litigation commenced by or against Exhibitor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR SGNA BY October 30, 2020 REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

14. INSURANCE

Exhibitors are required to maintain and to provide a certificate of insurance to Show Management on or before October 30, 2020 evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

SGNA, SmithBucklin Corporation and the Pathable platform are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Certificates should be sent to: Exhibits@sgna.org.

15. USE OF VIRTUAL SPACE — GENERAL

- (a) Exhibitors are prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price) of another company.
- (b) Any special promotions music must be cleared with SGNA. SGNA reserves the right to designate specific days and hours during which special promotions may be conducted, if they are permitted at all.
- (c) SGNA allows drawings, games of chance and raffles at the Show, subject to the prior written approval of SGNA. Exhibitors must abide by all State/county/city statutes and regulations regarding drawings, games of chance and raffles.
- (d) All booth personnel visible on the virtual platform must be properly and modestly clothed.
- (e) The Exhibitor acknowledges and agrees that the SGNA, its employees and contractors may take photographs/video recordings of the Show which could include images of the Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the SGNA and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that SGNA is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its representatives may have relating to or arising from the images or their use.
- (f) Music used in the booth or at any of Exhibitor's function held in conjunction with The SGNA Show is subject to applicable copyright and licensing fees charged by ASCAP/BMI. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (g) In order to ensure the success of the Show and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Show during the official hours of the Show or any function sponsored in connect with the show by SGNA without prior notice to and approval by SGNA.

16. ATTENDEE LISTS

Attendee lists from the Show are distributed only to exhibiting companies, other official partners and attendees. Please note that no other individual or organization are authorized to market or to sell attendee lists of SGNA. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Show and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitors must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR) and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold SGNA, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

17. WARRANTIES

SGNA makes no warranties, either express or implied, as to the availability or suitability of the technology platforms used for the Show and virtual exhibit floor.

18. AMENDMENTS/ INTERPRETATION

SGNA reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Exhibitor. Each Exhibitor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. SGNA reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitors which, in the sole interpretation of SGNA shall be subject to disciplinary action up to and including ejection from the Show and refusal to participate in any future events or shows of SGNA.

19. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor 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 SGNA. 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 Exhibitor's heirs, successors and assigns.

20. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, THE SGNA SHOW, SGNA, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "SGNA 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 ATTORNEY'S 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 AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE SGNA PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT SGNA PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE SGNA PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY SGNA PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.