

TERMS AND CONDITIONS FOR EXHIBITORS AND SPONSORS OF THE 2022 PEDIATRIC MANAGEMENT INSTITUTE CONFERENCE.

In order for your application to be accepted by Physician Intelligence, LLC DBA Pediatric Management Institute (PMI), your products and services must be related to the practice of pediatrics, and you must be in good financial standing with PMI. PMI has the right to withhold approval of the exhibition of products and services, which in its judgment do not further the needs of attendees. At the request of PMI or Show Management, an exhibitor/sponsor shall remove any product or service included in the display for which approval has not been given. Show Management's decision and interpretation shall be accepted as final in all cases.

These rules and regulations are a bona fide part of the contract for exhibit space or be a sponsor for this event, hereinafter referred to as Pediatric Management Institute's Pediatric Practice Management Conference (Orlando 2022), hereinafter referred to as Show Management, on behalf of PMI, the Show's owner and sponsor. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well-being of the Show. Each exhibitor/sponsor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit, which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. PMI reserves the right to refuse any reservations if concerns not meeting standards required or expected, as well as the right to curtail exhibits/sponsorships or parts of exhibits/sponsorships that reflect against the character of the meeting.

1. PAYMENT OF SPACE

A nonrefundable deposit equaling 10% of the total estimated costs is to be paid at the time of reservation. Reservations

received without such payment will not be processed nor will space assignment be made. 50% of the remaining balance of any sponsorship reservation will be due by July 1, 2021 and the remaining balance due by November 30, 2021. Reservations submitted after November 30, 2021 must be accompanied by payment IN FULL of the estimated exhibitor/sponsorship fee(s). Reservations received without such payment will not be processed nor will space assignment be made.

2. CANCELLATION AND REFUNDS.

All cancellations of space must be received in writing via email to info@PediatricSupport.com. If Show Management receives a written request for cancellation of space on or before July 1, 2021, the exhibitor will be liable for 50% of the total cost of space canceled. For cancellations received after November 30, 2021, exhibitors are liable for 100% of the cost of space. Any space not claimed after 5:00 pm EDT, January 27, 2022 may be reassigned by PMI without refund. No-shows will be treated as cancellations. It is expressly agreed by the exhibitor/sponsor that in the event he fails to pay the amount(s) due at the times specified or fails to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the confirmed sponsorship or booth location or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the exhibitor/sponsor, as set forth in the previous sentence, the exhibitor/sponsor shall forfeit as liquidated damages, the amount paid by him for his space reservation or sponsorship, regardless of whether or not Show Management enters into a further agreement for the exhibit/sponsorship involved. In case the conference shall not be held for any reason whatsoever, then and thereupon the rental and lease of space to the exhibitor or sponsorship shall be terminated. In such case the limit claim for damage and/or compensation by the exhibitor shall be the return to the exhibitor of the prorated amount already paid for space for this specific event.

3. SPACE RENTAL AND ASSIGNMENT OF LOCATION.

Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor/sponsor. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE CONFERENCE.

4. **USE OF SPACE, SUBLETTING OF SPACE.**

No exhibitor/sponsor shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing by Show Management. Exhibitors/sponsors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display, parent or subsidiary companies excepted. Exhibitors/sponsors must show only goods/services dealt in by them in the regular course of business. Should an article of non-exhibiting firm be required for operation or demonstration in an exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

5. **EXHIBITORS AUTHORIZED REPRESENTATIVE.**

Each exhibitor/sponsor must name one person to be his representative in connection with firm's exhibit and/or sponsorship. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor/sponsor shall be responsible. The exhibitor/sponsor shall assume responsibility for such representative being in attendance throughout all scheduled events of the conference; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children are not permitted on the exhibit floor during installation and dismantle hours. Children will only be permitted in the exhibit hall during exhibiting hours. Each booth may not be staffed with more than five (5) exhibiting personnel at one time.

6. **INSTALLATION AND REMOVAL.**

Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the conference. Installation of all exhibits must be fully completed by 5:00 PM EDT on Thursday, January 27, 2022. Exhibitors that are not fully set by 5:00 PM, EDT Thursday January 27, 2022 will forfeit their exhibit space and not entitled to any refund(s). Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the conference closing at 5:30 PM ET on Saturday January, 29, 2022. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

7. **EXHIBITS AND PUBLIC POLICY.**

Each exhibitor/sponsor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this conference. Compliance with such laws is mandatory for all exhibitors/sponsors and the sole responsibility is that of the exhibitor/sponsor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the exhibitor/sponsor. If applicable, exhibitors/sponsors that collect attendee information from attendees, may not share or sell the collected information. Contracted companies that are exhibiting are responsible for outside companies that are selected to capture attendee contact information. The exhibitor/sponsor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should an exhibitor/sponsor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them.

Exhibitors/sponsors must comply with City and State fire regulations. All booth decorations including carpeting must be flameproofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform to National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Independent contractors must conform to IAEM, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

8. **STORAGE OF PACKING CRATES AND BOXES.**

Unattended freight in any display space as of 5:00 PM ET on Thursday, January 28, 2022 will be removed and stored at the exhibitor/sponsor's sole risk and expense. Exhibitors/sponsors will not be permitted to store packing crates and boxes in their booths during the conference; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the exhibitor's responsibility to mark and identify his crates. Crates not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates by the venue. Crates, boxes or other exhibit materials unclaimed by the exhibitor after the Show will be removed at the exhibitor's expense. Exhibitors/sponsors will be billed by the service contractor for removal time and materials at prevailing rates. Neither Show Management, the service contractor nor the exhibit facility shall assume any liability whatsoever for loss or damage.

9. **SOCIAL ACTIVITIES.**

Any social function or special event planned by an exhibiting company, to take place during the event, must be pre-approved by PMI.

10. **OPERATION OF EXHIBITS.**

Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general

character of the conference as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the conference as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

11. **Food & Beverage (including alcoholic beverages.)**

Food products may not be distributed unless they are products being promoted at the display or they are used to demonstrate the company's product(s). Any exception to this policy must be approved by PMI or Show Management prior to the conference. All food and beverage must be ordered through the venue. Outside product will incur a corkage fee at the exhibitor's expense.

12. **Photography.**

An exhibit booth may not be photographed or videotaped without the permission of the legitimate occupants of that booth. Booth personnel should notify Show Management if they are being photographed/videotaped without permission.

13. **Literature Distribution.**

All demonstrations or other activities must be confined to the limits of the exhibitor's booth. Distribution of circulars may be made only within the space assigned to the exhibitor distributing such materials. All book signings must be approved by PMI. PMI has the right to decline author signings. No advertising circulars, catalogs, folders, or devices shall be distributed by exhibitors in the aisles, meeting rooms, registration areas, lounges or grounds of the conference location or any hotels included in the official PMI hotel room block. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

14. **Copyright Licensing.** Exhibitor/sponsor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor/sponsor shall indemnify and hold harmless PMI, Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's or Sponsor's failure to obtain requisite license.
15. **Sound.** Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibits open. Show Management shall be the sole judge of what constitutes appropriate sound levels.
16. **Live Animals.** Live animals are generally prohibited. Exceptions must be approved by PMI or Show Management.
17. **Booth Representatives.** Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Spouses are invited to visit the exhibit hall only with appropriate credentials.
18. **Irregular Activities.** All giveaway items with the exception of plastic bags, pens, pencils, luggage tags, pocket calendars, and the exhibitor/sponsor's product must be submitted for approval to Show Management three (3) weeks prior to the opening of the exhibition..
19. **LIABILITY AND INSURANCE.** All property of the exhibitor remains under his custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of exhibitors from theft, damage by fire, accident, vandalism or other causes, and the exhibitor expressly waives and releases any claim

or demand he may have against any of them by reason of any damage to or loss of any property of the exhibitor. It is advised (but not required) that exhibitors obtain \$1,000,000 comprehensive general liability insurance, at their own expense, for property loss or damage and liability for personal injury.

20. **INDEMNIFICATION.**

Exhibitor/sponsor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor/Sponsor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor/Sponsor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor/Sponsor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor/Sponsor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor/Sponsor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of Show Management. Exhibitor/Sponsor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor/Sponsor or relating to this lease, the Premises leased, or sponsorship hereunder, then Exhibitor/Sponsor shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon

Show Management by virtue of any such litigation.

21. **Property Damage.** Neither Show Management nor Exhibitor/Sponsor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor/Sponsor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the conference, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of Show Management, Exhibitor, and Sponsor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.
22. **Use of Certain Property.** Exhibitor/Sponsor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor/Sponsor shall indemnify, defend and hold harmless PMI, Show Management, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.
23. **WAIVER.** Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.
24. **WAIVER, ASSUMPTION OF RISK & RELEASE.** Show Management cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while

attending the exposition. It is not possible to prevent against the presence of the disease. Therefore, if you choose to exhibit/sponsor at and attend the conference you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or another communicable disease. We have read and understood the above warning concerning COVID-19 and communicable disease. We hereby choose to accept the risk of contracting COVID-19 for myself and/or my agents and employees in order to exhibit/sponsor at and attend the conference. These services are of such value to me that we accept the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit/sponsor at and attend the conference. **We hereby forever release and waive my right to bring suit against Show Management and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease related attendance at the conference.** I understand that this waiver means we give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim we may have to seek damages, whether known or unknown, foreseen or unforeseen.

25. **ATTORNEYS' FEES.** Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.
26. **AMERICANS WITH DISABILITIES ACT.** Exhibitors/Sponsors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor/Sponsor shall also

indemnify and hold harmless PMI, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor/Sponsor's failure to comply with the Act.

27. OTHER REGULATIONS.

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS/SPONSORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN

MADE. EACH EXHIBITOR/SPONSOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS/SPONSORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE CONFERENCE WITHOUT REFUND OR OTHER APPEAL.