

These Exhibitor/Sponsor Rules & Regulations (the “rules”), along with the application for exhibit booth space and/or sponsorship submitted by the exhibitor/sponsor (the “application”) and accepted by the National Society of Genetic Counselors (“NSGC”), form a binding contract between NSGC and the exhibitor and/or sponsor (the “Contract”). Each exhibitor and/or sponsor (referred to herein as the “Exhibitor”), on behalf of itself and its employees, officers, directors, agents and contractors, agrees to abide by these rules and by any amendments or additions hereafter made by NSGC. These terms and conditions shall become effective upon the written acceptance of Exhibitor’s application for exhibit booth space and/or sponsorship by NSGC.

ELIGIBILITY CRITERIA FOR EXHIBITORS AND SPONSORS (Including Products Eligible for Exhibit Space)

Sponsorship of, or exhibition at, the NSGC 42nd Annual Conference (“NSGC 2023” or “Event”) is open to eligible companies whose products and services are directly related to the practice and advancement of genetic counseling and the professional education of those individuals attending NSGC’s Annual Conference. NSGC reserves the right to refuse rental of display space or sponsorship to any company whose display of goods or services is not, in NSGC’s sole discretion, compatible with the general character and objectives of NSGC.

Exhibitor’s eligibility to exhibit in or sponsor the Event must remain in effect from the time of submission of the application for exhibit booth space/sponsorship to the time of the Event. Should NSGC determine that Exhibitor is no longer eligible to sponsor or exhibit at the Event (though previously deemed eligible), NSGC may notify the Exhibitor and may terminate the Contract without liability upon written notice to Exhibitor.

Submission of, or confirmation of receipt of, an application for exhibit booth space is not an assurance of eligibility. NSGC reserves the right to reject an application for exhibit booth space or sponsorship, refuse rental of exhibit booth space, cancel exhibit booth space after an application is approved, terminate the Contract, or curtail or close exhibits or parts of exhibits at any time prior to or during the Event. This extends, without limitation, to persons, things, printed matter, merchandise, products, and conduct determined by NSGC, in its sole discretion, to be contrary to the character, objectives or best interests of the Event or suitable for its attendees. The enforcement of this right is at the sole and absolute discretion of NSGC.

NSGC reserves the right to revoke exhibit or sponsorship privileges based on intellectual property violations, unfair trade practices or other activities in the industry deemed illegal, unethical or contrary to the best interests of NSGC.

Eligible Exhibitors are those who are in good standing with NSGC. NSGC reserves the right to revoke an Exhibitor’s privileges and terminate the Contract.

BOOTH COSTS

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

Early Bird Booth Rate:

Non-Profit: \$1,750.00 per 10’ x 10’ booth

For-Profit: \$3,900.00 per 10’ x 10’ booth

Corner Fee: \$500 per corner

**Early Bird rate applies when contracted on or before March 22, 2023.*

Regular Booth Rate:

Non-Profit: \$1,900.00 per 10' x 10' booth

For-Profit: \$4,100.00 per 10' x 10' booth

Corner Fee: \$500 per corner

**Regular rate applies when contracted after March 22, 2023.*

PAYMENTS, CANCELLATIONS & REFUNDS

If any Exhibitor fails to perform any other term or condition of the Contract or fails to observe and abide by these rules, NSGC reserves the right to terminate such Exhibitor’s Contract immediately without refund of any monies previously paid. Failure to appear at Event for any reason does not release Exhibitor from responsibility for payment of the full cost of the contracted booth space and/or sponsorship.

CANCELLATION OF SPONSORSHIP OR FULL OR PARTIAL SPACE BY EXHIBITOR OR SPONSOR

Cancellation of sponsorship or exhibit space must be directed via email to apatrick@nsgc.org, provided that the cancelling Exhibitor obtains confirmation of NSGC’s receipt of the email on or before the cancellation deadline.

For cancellation of sponsorship or exhibit space prior to June 1, 2023, Exhibitor is responsible for and NSGC will retain, 50% of the total Exhibit Booth Fee and/or Sponsorship Fee as a cancellation fee. Should an Exhibitor cancel a portion of their sponsorship or space between their initial contract date and May 31, 2023, Exhibitor is responsible for, and NSGC will retain, the 50% deposit on the cancelled sponsorship or partial space as a cancellation fee.

Full payment is required and no refunds whatsoever will be issued on cancellation or reduction of space on or after June 1, 2023. Should an Exhibitor cancel even partial sponsorship or space on or after June 1, 2023, the Exhibitor is responsible for the total Exhibit Booth Fee and/or Sponsorship Fee for the original contracted sponsorship and/or exhibit space.

CANCELLATION OR CHANGES TO EVENT BY NSGC

If NSGC determines, for reasons beyond its control, that (i) the Event must be cancelled because it is inadvisable, impractical, illegal or impossible to hold the Event; or (ii) the Event must be shortened, delayed, dates changed, reformatted (i.e., held completely virtually) or otherwise altered or changed, Exhibitor understands and agrees that NSGC will not refund any deposits paid or any portion of the Exhibit Booth Fee and/or Sponsorship Fee paid to NSGC by Exhibitor and that all losses and damages that it may suffer as a consequence thereof are Exhibitor’s sole responsibility and not that of NSGC or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to NSGC for space in, or sponsorship of, the Show, as well as other costs and expenses it has incurred, including, without limitation, travel to the Show, setup, lodging, decorator freight, employee wages, etc.

In the event NSGC moves the event to a fully virtual environment, no refunds will be issued and all sponsorship and/or exhibit booth space will be transitioned to the options outlined in the exhibitor resource center.

The terms of this provision shall survive the termination or expiration of the Contract.

BOOTH EQUIPMENT

Booth and/or virtual booth equipment is as listed in the official NSGC prospectus.

Exhibitors will be bound by the booth construction rules included in the Exhibitor Resource Center.

Each booth will be supplied the following furnishings unless Exhibitor notifies NSGC that these furnishings are not necessary by submission of a form to be supplied in the Exhibitor Service Manual.

One (1) 7” x 44” Company ID Sign

Two (2) Chairs

One (1) Standard 6’ Draped* Table

One (1) Wastebasket

**Drape color to be determined by NSGC*

CONTACT: Stefanie Walter at swalter@nsgc.org

Booth carpeting and utilities are NOT included in the booth rental.

Booth carpeting or other professional flooring is required. Exhibitors who do not have carpeting in their booth by 12:00 p.m., Wednesday, October 18, 2023, will have carpet installed by the General Service Contractor and billed to Exhibitor.

MARKETING COLLATERAL

All marketing pieces prepared by the exhibitor must be pre-approved by NSGC in writing prior to shipping, posting or distributing. NSGC reserves the right to request any change to the content supplied by the exhibitor. All marketing pieces must identify who is sponsoring the piece and NSGC will identify all opportunities as 'sponsored' when posting or distributing to NSGC membership.

NSGC reserves the right to cease distribution of any materials at the Event which NSGC, in its sole and absolute discretion, determines are contrary to the best interests of NSGC, its members, or the Event. All Exhibitor marketing activities must be confined to the Exhibitor's allotted space. The Exhibitor agrees that, if NSGC determines that an Exhibitor is marketing outside of its allotted space, the Exhibitor will lose the privilege of exhibiting at future NSGC events and conferences. In addition, NSGC reserves the right to immediately remove all Exhibitor materials if a violation occurs during the Event, without issuing a refund. Distribution of promotional material to attendees' hotel sleeping rooms, in public areas, or in educational sessions is prohibited without prior written approval of NSGC. Use of NSGC hotel and conference-related facilities communication systems to promote Exhibitor, their products/services, or any other of their activities are prohibited during the Event.

For approval of marketing pieces, please email exhibit@nsgc.org.

SET-UP AND DISMANTLE

Set-up and dismantle hours are listed in the exhibitor resource center, available online via www.nsgc.org, and are subject to change, in which case all Exhibitors will be notified in writing. If an Exhibitor is not set up by the date and time specified in the exhibitor resource center, NSGC reserves the right to re-assign such space to another Exhibitor or to make other use of the space as deemed necessary or appropriate at the expense of the Exhibitor. NSGC reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's sole expense. NSGC reserves the right to modify move-in/Show Hours/move-out, in which case all Exhibitors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor with respect to NSGC's election of any rights under this paragraph.

Exhibits are to be kept intact until the closing of the Exhibitor Suite. No part of an exhibit shall be removed during the Event without special permission from NSGC. Any Exhibitor who begins the dismantling of its display before the close of the Event will lose priority status in future NSGC events and may altogether lose the privilege of exhibiting and or sponsoring at future NSGC events. All freight must be removed from the facility by 2:00 pm on the last day of move-out. If any Exhibitor's freight is not removed by this time, NSGC has the right to remove exhibits and charge the expense to the Exhibitor.

EVENT HOURS

Event hours are subject to change. Exhibitors will be notified in writing of any changes to the exhibitor suite hours prior to the Event.

SUBLETTING OF EXHIBITS AND PROHIBITED USES

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of the Event as determined by NSGC in its sole discretion. NSGC reserves the right to evict and remove Exhibitor from the Event for violation of this provision.

FOOD AND ALCOHOLIC BEVERAGES & RETAIL SALES

CONTACT: Stefanie Walter at swalter@nsgc.org

The serving of alcoholic beverages by Exhibitor in any part of the Exhibitor Suite or exhibit booth is strictly prohibited unless approved in advance by NSGC in writing. All food and/or beverage service must be approved in writing by NSGC and the convention center's exclusive catering vendor. All associated fees are the responsibility of the Exhibitor. Please note, any food or beverage items being given out at your booth that exceeds the quantity of 50 items will require a sponsorship from NSGC. Any food and/or beverage handed out from your booth is subject to fees from the hotel or convention center catering team.

No retail sales, where payment is received and product delivered, are permitted during the Event in the Exhibitor Suite of the Event at any time. Payment and/or orders may only be taken for future delivery.

USE OF SPACE - GENERAL

All marketing activities of each Exhibitor must be confined to the Exhibitor's allotted booth space. Exhibitor expressly agrees not to hold any activity that, in the sole opinion of NSGC, creates a material adverse effect on attendance during the hours of the Event. If clarification is needed on a specific activity, please submit it to NSGC for approval. Additionally:

- (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, and price) of another company.
- (b) All giveaway items with the exception of pens, pencils, luggage tags, pocket calendars and similar items of nominal value must be submitted for approval to NSGC prior to the Event. Sideshow tactics, or other methods, including marketing material, considered by NSGC to be objectionable, are expressly prohibited at the Event.
- (c) Prizes, awards, drawings, raffles, lotteries or contests may be permitted upon demonstrated compliance with all applicable federal, state and local laws and prior written approval of NSGC. Exhibitors must abide by all local state, county and city statutes and regulations regarding drawings, games of chance and raffles. Requests for approval of such activities must be submitted in writing to NSGC three weeks prior to the opening of the Event and be accompanied by a legal opinion regarding their legality.
- (d) Exhibitor shall not engage in any promotional activities which NSGC determines to be outside the purpose and/or character of the Event as determined by NSGC in its sole discretion.
- (e) All booth personnel visible on the virtual platform or at the in-person Event must be properly, professionally and modestly clothed.
- (g) Exhibitor is prohibited from taking videos and photographs of any booths during the Event other than their own booth and display, including wide photographs of the Exhibitor Suite. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones or similar equipment, are strictly prohibited. Exhibitor acknowledges and agrees that NSGC, its employees and contractors may take photographs and/or video recordings of the Event which could include images of the Exhibitor, its name and logo, its employees and other representatives and its exhibits (collectively, the "images") while attending the Event. Exhibitor hereby consents to and grants NSGC and its affiliates, the unrestricted, perpetual, worldwide, irrevocable, royalty-free and transferable right and license to use (and grant others the right to use) the images without any compensation. Exhibitor acknowledges that NSGC is the sole and exclusive owner of all rights in the images and hereby waives (i) any and all rights in and to such images, and (ii) any and all claims Exhibitor and its employees or representatives may have relating to or arising from the images or their use.
- (g) In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors, sponsors, or attendees from any program or other component of the Event during the official hours of the Event or any function sponsored in connection with the Event by NSGC without prior notice to and approval by NSGC.

(h) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibitor Suite. Distribution or display of promotional material in public areas of the convention center, hotel, online platform and/or other space contracted as part of the NSGC Event is strictly prohibited. Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space.

(i) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.

(j) No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

(k) No animals are permitted in the convention center, hotel, online platform and/or other space contracted as part of the NSGC Event other than service animals.

(l) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the convention center, hotel, or other space contracted as part of the NSGC Event, a copy of which is included on the Exhibitor Resource Center. The convention center, hotel, online platform and/or other space contracted as part of the NSGC Event has reserved the right to update, change or amend its rules and regulations after publication on the Exhibitor Resource Center. To obtain a copy of the General Policies, Rules, and Regulations of the convention center, hotel, online platform and/or other space contracted as part of the NSGC Event prior to publication in the Exhibitor Resource Center, Exhibitor may email exhibit@nsgc.org.

(m) Exhibitor is responsible for compliance with the Americans with Disabilities Act ("ADA") within its booth and assigned space and is responsible for ensuring that its booth(s) and materials are accessible to individuals with disabilities. Exhibitor hereby indemnifies and holds NSGC harmless from and against all cost, expense, liability, or damage which may be incident to, arise out of, or be caused by Exhibitor's failure to comply with the ADA. The terms of this provision shall survive the termination or expiration of this Contract.

(n) Helium or other compressed gas tanks must be properly secured to prevent toppling. The convention center, hotel, online platform and/or other space contracted as part of the NSGC Event reserves the right to require compressed gas tanks to be removed from the Exhibitor Suite. Helium-filled balloons are allowed in the convention center, hotel, online platform and/or other space contracted as part of the NSGC Event only as a display, and must be secured to prevent escape to the ceiling. Balloons may not be given out within the convention center, hotel, or other space contracted as part of the NSGC Event. All lighter-than-air objects must be removed from the convention center, hotel, online platform and/or other space contracted as part of the NSGC Event at the close of the Event. The convention center, hotel, online platform and/or other space contracted as part of the NSGC Event reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.

(o) Hyatt Regency McCormick Place is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from these properties. If you are contacted by ANY company except Hyatt Regency McCormick Place about hotel reservations for the Event, please inform NSGC at exhibit@nsgc.org. To contact the housing vendors directly, please visit nsgc.org for additional detail. NSGC shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.

(p) SAVOR, the official in-house caterer at McCormick Place, is the exclusive provider of food and/or beverage items at the convention center as part of the NSGC Event. If requested, SAVOR will allow Exhibitor to bring its own food and/or beverage into the convention center, and/or other space contracted as part of the NSGC Event for the sole purpose of equipment demonstration, provided the Exhibitor has signed and submitted the SAVOR

sampling and waiver of liability form which can be found in the Exhibitor Resource Center or by emailing exhibit@nsgc.org. If SAVOR is required to handle, store, refrigerate, transport, deliver, prepare, or service any of the demonstration food and beverage product brought in by the Exhibitor, charges will apply. Only food and/or beverages used for Exhibitor's equipment demonstration will be permitted.

(q) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Resource Center.

(r) Hanging signs are permitted in all Split Island or Island booths to a maximum height of (20') (6.10m) to the top of the sign. Hanging signs are NOT permitted in Inline or Perimeter booths.

(s) All exhibit fixtures and booth structures are permitted to a maximum height of (20') (6.10m) in all split islands and island booths.

(t) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in the rear 5' of Inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in the rear 5' of all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (20') (6.10m) in all Split Island and Island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Resource Center. To obtain a copy prior to publication in the Exhibitor Resource Center, Exhibitor may email exhibit@nsgc.org.

(u) If Exhibitor occupies an Island or Split Island space, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by August 17, 2023. If Exhibitor received a written booth violation notice at the Event in prior years, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by August 17, 2023. Floor plans should be submitted via email to exhibit@nsgc.org.

(v) Umbrellas and canopies are considered part of the overall booth components and must follow all height guidelines, and may not protrude into the aisle.

USE OF SPACE - LIGHTS/AUDIO/VEHICLES

Audio-visual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of NSGC, do not interfere with the activities of neighboring Exhibitors. Operational equipment may not be demonstrated outside of Exhibitor's booth space or create noise levels objectionable to neighboring Exhibitors. Additionally:

(a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.

(b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.

(c) No strobe light effects are permitted.

(d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.

(e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.

(f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto

other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to NSGC for review and approval by August 18, 2023.

(g) Vehicle displays must request approval from NSGC show management and adhere to the following McCormick Place guidelines:

- Exhibitors displaying vehicles must provide advance notice to exhibit@nsgc.org by August 18, 2023
- Any vehicle or other apparatus that has a fuel tank and is part of a display, is required to be equipped with a locking (or taped) gas cap and can contain no more than 1/8 tank of fuel
- Once the vehicle has been positioned, it cannot be moved until move-out begins
- Battery cables must be disconnected once the vehicle is positioned. The vehicle cannot be operated during show hours
- Refueling must be done off property

HOSPITALITY SUITES, MEETING ROOMS, SPECIAL EVENTS, AND DISPLAYS OUTSIDE THE EXHIBITOR SUITE

No entertainment, meetings, tours, special events, hospitality suite functions, or other private functions will be permitted during any scheduled Event activity unless approved in writing by NSGC. Entertainment, meetings, tours, special events, hospitality suite functions, or other private functions must be requested through the meeting space special event request form obtained from NSGC. Exhibitors who do not abide by the stated rules may lose their privilege of exhibiting at the Event and future NSGC events and conferences.

Absolutely no exhibits are permitted outside the convention center, hotel, or other space contracted as part of the NSGC Event. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by NSGC, its guests or attendees.

NSGC reserves the right to control all suites and meeting rooms in the convention center, hotel, online platform and/or other space contracted as part of the NSGC Event and in those hotels participating in the NSGC housing block. These controls have already been set up with each property. The Meeting/ Function Space Application is included in the Exhibitor Resource Center to submit requests for function space, including meeting and hospitality rooms. Exhibitors also may submit applications for meeting space online via the Exhibitor Resource Center. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Event Hours, found on the Exhibitor Resource Center. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of the Event are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with NSGC.

EXHIBIT CONSTRUCTION AND LAYOUT

NSGC reserves the right to control the layout of the Exhibitor Suite. Detailed rules and regulations governing the construction, height and layout of exhibits will be included in the Exhibitor Resource Center (the “construction regulations”). The construction regulations are incorporated in these rules by reference and made a part hereof. If you require immediate access to the construction regulations, please reference the Exhibitor Resource Center under the Rules & Regulations tab or contact the NSGC Executive Office for a copy. Each Exhibitor will be held accountable for abiding by all construction regulations governing booth construction and height limitations. If, in the sole opinion of NSGC, any exhibit fails to conform to the construction regulations, such exhibit will be prohibited from functioning at any time during the Event and no refunds will be issued. Exhibits not conforming may be dismantled or modified, at the Exhibitor’s cost, at the sole judgment and discretion of NSGC and exhibitors may be barred from exhibiting at future NSGC events.

INSURANCE

All property of the Exhibitor is understood to remain under its custody and control in transit to and from or within the confines of the exhibit area. Exhibitor must carry Comprehensive General Liability and the other coverages listed below

CONTACT: Stefanie Walter at swalter@nsgc.org

(in no less than the amounts indicated below) during the entirety of the Event and must provide a certificate of insurance to NSGC on or before September 15, 2023 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) Statutory Workers Compensation with Employers Liability with a limit of at least \$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

NSGC, Smithbucklin Corporation, SMG, and McCormick Place, 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:

National Society of Genetic Counselors
Attn: Event Services
2001 K St. NW, #300
Washington, DC 20006
exhibit@nsgc.org

LIABILITY AND SECURITY

NSGC, the convention center, and their respective employees, officers, directors and agents are not and will not be liable or responsible for any injuries, theft, loss, damage of whatever nature, direct or indirect, to an Exhibitor, its employees, agents, goods, or property of any of the foregoing, arising from or in connection with any cause or omission whatsoever. Exhibitor agrees to protect, save and hold NSGC, the convention center and all agents and employees thereof (hereinafter collectively called Indemnities) forever harmless for any damages or charges imposed for violations of any law or ordinance, whether occasioned by the negligence of the Exhibitor or those holding under the Exhibitor, and further, the Exhibitor shall, at all times, protect, indemnify, save and hold harmless the Indemnities against and from any and all losses, costs, damages, liability or expenses (including attorney's fees) arising from or out of or by reason of any accident of bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, business invitees or guests, which arise from or out of or by reason of said Exhibitor's occupancy and use of the exhibition premises, its booth, the convention center or any part thereof. Exhibitor understands that neither NSGC nor the convention center maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

IN NO EVENT SHALL THE CONVENTION CENTER, HOTEL, ONLINE PLATFORM AND/OR OTHER SPACE CONTRACTED AS PART OF THE NSGC EVET, NSGC, OR THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES OR AFFILIATES (COLLECTIVELY "NSGC 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 THESE RULES OR THE CONTRACT OR CONNECTED IN ANY WAY WITH THE USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THE CONTRACT OR FOR ANY OTHER CLAIM BY EXHIBITOR WHATSOEVER IN CONNECTION WITH THE EVENT, EVEN IF ANY OF THE NSGC PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT NSGC PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE.

CONTACT: Stefanie Walter at swalter@nsgc.org

FORCE MAJEURE

NSGC is not responsible for any damages, injuries, losses, costs, or other liabilities associated with the cancellation, change of format, or postponement of the Event or other circumstances caused by, based on or relating to situations beyond its control, including but not limited to: acts of God, (e.g. rainstorm, flood, wind, damage by the elements, earthquake, tornado, other natural disasters, etc.), terrorism, infectious disease, pandemic, war, fire, strikes, acts or orders of governmental authorities or any third-party.

EXHIBITOR & SPONSOR'S LIABILITY AND HOLD HARMLESS

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the convention center, hotel, online platform and/or other space contracted as part of the NSGC Event and in the Exhibitor Suite. Neither NSGC, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively "Show Management") are responsible for Exhibitor's property or any loss thereto from any cause.

EXHIBITOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

INDEMNIFICATION

Exhibitor shall indemnify and defend (with counsel acceptable to NSGC) NSGC and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims or causes of action of any kind whatsoever, whether by formal or informal proceeding, and against any and all liabilities, losses, claims, costs, interest, penalties, demands, expenses and damages whatsoever (including reasonable attorneys' fees and costs of suit, whether incurred before, during or in connection with the appeal of any trial, bankruptcy proceeding, arbitration or alternative dispute resolution program) related to or arising, directly or indirectly, from: (i) any breach by Exhibitor of any obligation, representation or warranty in the Contract or in these rules; (ii) any business operations of or under the control of Exhibitor or any of its employees, subcontractors and/or agents in connection with the Event, or occupancy and use of exhibit space; (iii) any acts or omissions of Exhibitor or any of its employees, subcontractors and/or agents, including acts or omissions resulting in damage to the venue premises, the booth space or to equipment used in connection the foregoing; and (iv) any claim by Exhibitor's employees, subcontractors and/or agents arising from or related to any agreement between Exhibitor and such employees, subcontractors and/or agents.

THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

ASSIGNMENT OF SPACE

NSGC established a priority point system to equitably assign space to exhibitors. Points are accrued based on several categories as determined by NSGC. The categories are as follows: length of exhibit with NSGC (2008-2022), 42nd Annual Conference Sponsorship level commitment, 2023 Exhibit Space Application received date, size of space contracted for 2023, and 2023 Premier Sponsorship commitment. The details around this program will be released by NSGC and are incorporated in the Contract by reference and made a part thereof. In the event of conversion to a fully virtual event, NSGC will provide an updated policy of space assignment and reserves the right to revise priority point evaluation and assignment in its sole and absolute discretion.

If an Exhibitor is acquired by another Exhibitor after their initial space selection, the acquired Exhibitor can move to the acquiring Exhibitor's booth without any financial liability. Alternatively, the acquired Exhibitor may retain its contracted space to exhibit its own products and may display the company name of the acquiring Exhibitor but not the acquiring Exhibitor's products.

All Exhibitors should frequently review their space location and changes to neighboring booths/areas for updates to the Exhibitor Suite floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. NSGC anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

NSGC will maintain a waitlist for any Exhibitor who wishes to be placed in a different booth location after their initial selection. To be added to the waitlist, the Exhibitor must submit a written request, including the requested size of space to exhibit@nsgc.org. Exhibitors are added to the waitlist on a first-come, first- served basis based on date and time of email receipt by NSGC.

NSGC reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

ASSIGNMENT OF SPONSORSHIPS

All NSGC Annual Conference sponsorship opportunities are first right of refusal March 22, 2023. If an item is not re-contracted by previous sponsoring company, it will become available to any other interested company. NSGC reserves the right to change these policies at any time without notice.

INTELLECTUAL PROPERTY MATTERS

Exhibitor represents and warrants to NSGC 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. Exhibitor agrees to immediately notify NSGC of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. Exhibitor agrees to indemnify, defend and hold NSGC, 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, NSGC, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims and 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 the Contract.

USE OF NSGC LOGO AND NAME

NSGC's name, logo and acronym are NSGC's proprietary trademarks and valuable intellectual property and may not be used on signs, advertising, promotional materials, product literature or other materials or published on any websites, social media sites or in any other print or electronic media except with NSGC's express prior written permission. Exhibitor may reference the Event and use the Event logo solely with reference to the Exhibitor's participation as an Exhibitor at the Event. Participation in the Event does not imply endorsement or approval by NSGC of any product, service or participant and none shall be claimed or inferred by Exhibitor.

EXHIBIT ACCESS

Each Exhibitor who registered in advance will receive a printed exhibitor badge available at the exhibitor registration area at the exhibition facility and/or exhibitor level access to the virtual platform. This badge will entitle registered exhibitors admission to the Exhibitor Suite. Exhibitors must wear badges at all times including setup, exhibit hours and dismantling in order to enter the exhibit area. Exhibitor staff, temporary help and setup personnel must wear exhibitor badges or other badges designated by NSGC.

CONVENTION REGISTRATIONS / BADGES

Exhibitors are provided 2 complimentary Exhibitor Suite Only badges per 100 sq. ft. of exhibit space purchased, with a minimum of 2 badges per company. See grid for badge allotment per booth square footage:

Booth Size in Square Feet	Number of Complimentary Exhibitor Suite Only Badges
10' x 10' 100 sq. ft.	2 Exhibitor Suite Only Badges
10' x 20' 200 sq. ft.	4 Exhibitor Suite Only Badges
10' x 30' 300 sq. ft.	6 Exhibitor Suite Only Badges

20' x 20' 400 sq. ft.	8 Exhibitor Suite Only Badges
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Exhibitor badges do not include admission to other conference functions unless explicitly stated by NSGC, and may not be transferred. Exhibitors have the right to purchase full conference registrations, which allow access to educational sessions, in accordance with NSGC’s registration policies.

Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibitor Suite prior to the opening of the Event, the Exhibitor may, at the sole discretion of NSGC, lose part or all of its company’s priority points, and may entirely lose the privilege of exhibiting in future NSGC events. NSGC reserves the right to give an Exhibitor Suite Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibitor Suite at any time.

MUSIC LICENSING

Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property laws and that it shall comply with all copyright restrictions including, but not limited to, any laws or restrictions with respect to the use or performance of music. Exhibitor further represents and warrants that it shall obtain any and all licenses or grants of authority required of Exhibitor under the copyright laws, and present NSGC with a copy of such license or grant no less than thirty (30) days prior to the start of the Event. Specifically, Exhibitors are solely responsible for securing licensing arrangements with ASCAP/BMI (or other similar rights holders) and all costs associated with applicable music licensing fees in connection with any music used, played and/or performed (whether recorded or live) by Exhibitor or its employees, subcontractors or agents within its exhibit booth or elsewhere within the convention center.

ATTENDEE LISTS

The Event attendee list (“attendee list”) is NSGC’s valuable intellectual property and is only shared with exhibiting companies, sponsors and other official partners and Event attendees. Exhibitors may not reproduce, transfer, share, distribute, publish, license or sell the attendee list and may only use the attendee list to send promotional material relating solely to Exhibitor’s booth at the Event. Exhibitor may not use the attendee list for any other purpose or in any other manner. Exhibitor represents and warrants to NSGC that its use of the attendee list and information contained therein will be in strict compliance with all applicable laws, including, but not limited to, all applicable federal, state and local laws, statutes and regulations, the European Union’s General Data Protection Regulations (GDPR), the California Consumer Privacy Act (CCPA) and all other applicable privacy laws. The Exhibitor shall indemnify, hold NSGC, 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 the Contract.

WARRANTIES

NSGC makes no warranties, either express or implied as to the availability or suitability of the technology platforms used for the Event, the contractors, services and/or equipment of the convention center, hotel, or other space contracted as part of the NSGC Event, NSGC or their respective employees, agents or contractors.

MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibitor Suite at any time. Any attendees or exhibitors arriving with children under the age of 16 will be denied access to the Exhibitor Suite without any exceptions or refunds.

FIRE AND OTHER REGULATIONS

Exhibitor is charged with knowledge of all applicable state, county, city and parish laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in the Event. No part of the convention center 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.

(a) All materials used in Exhibitor's exhibit booth(s) must be of a non-flammable nature and meet flame proofing codes. Electric wiring, signs and equipment must be wired to meet the specifications of the convention center, hotel, online platform and/or other space contracted as part of the NSGC Event, McCormick Place, and the Chicago Fire Department. All exits, hallways, aisles, and fire control apparatus must remain clear and unobstructed at all times. Use of butane or bottled gas is not permitted.

(b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, prior notification and review by the McCormick Place Fire Safety Manager, the Fire Prevention Bureau, the Fire Marshal and Show Management is required prior to approval for use. A heat producing device form to request approval is included in the Exhibitor Resource Center.

(c) Exhibitor must comply with all applicable local fire regulations. A complete list of all fire regulations is included in the Exhibitor Resource Center. The Chicago Fire Prevention Division has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Resource Center and Exhibitor must comply with all such updates, amendments or changes.

LABOR RELATIONS

(a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through the official General Services Contractor. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.

(b) If Exhibitor intends to use an Exhibitor Appointed Contractor ("EAC") to install and/or dismantle their booth, Exhibitor must register their EAC by the time set by the official General Service Contractor. An EAC registration form is provided in the Exhibitor Resource Center. The EAC must file an original Certificate of Insurance with NSGC in order for any EACs to gain access to the Exhibitor Suite. The convention center, hotel, online platform and/or other space contracted as part of the NSGC Event follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a convention center, hotel, online platform and/or other space contracted as part of the NSGC Event Access Credential and individual Event credential at all times.

(c) Exhibitor may hand carry its own materials into the exhibit facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. The official General Services Contractor controls access to the loading docks in order to provide for a safe and orderly move-in/out. Only full-time employees of the exhibiting company are allowed to hand carry items. Unloading and reloading at the dock of any and all contracted carriers are handled by the official General Services Contractor. A dock is provided for use by privately operated vehicles.

EXHIBITOR RESOURCE CENTER

NSGC or their contracted General Services Contractor will distribute an Exhibitor Resource Center to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Event Hours and dismantle.

ENFORCEMENT, INTERPRETATION AND AMENDMENT OF THESE RULES

Any and all matters not specifically covered by the preceding rules shall be subject solely to the decision of NSGC. NSGC and its agents shall have the sole power to interpret, amend, and enforce these rules, provided any amendments, when made, are brought to the notice of the Exhibitor. Exhibitor, for itself and its representatives, agents and employees, agrees to abide by the foregoing rules and by any amendments or additions thereto made in conformance with the

proceeding sentence. NSGC's decision and interpretation of these rules and all matters related to the Event shall be accepted as final in all cases and shall be binding upon Exhibitor.

Exhibitor acknowledges that failure to comply with the rules may result in disciplinary action up to and including, without limitation, eviction from the Event without refund, removal of Exhibitor's booth and/or materials without refund, loss of the privilege of exhibiting at future NSGC conferences and events or such other penalties as NSGC may deem appropriate.