

Exhibitor Agreement

This Exhibitor Agreement (Agreement) is entered into between The Eastern Association for the Surgery of Trauma (EAST), a nonprofit Corporation with offices located in Chicago, Illinois, and _____ (Exhibitor) with offices located in _____.

Whereas, EAST is holding its 36th Annual Scientific Assembly (Event) from January 17-21, 2023 at Disney's Yacht & Beach Club Resort in Lake Buena Vista, Florida; Whereas, Exhibitor desires to exhibit at the Event in accordance with the terms and conditions set forth in this Agreement; Whereas, Exhibitor prepares for submission with this Agreement an Exhibitor Application (Application), on the form prescribed by EAST, to exhibit at the Event; and Whereas, Exhibitor understands and acknowledges EAST will only consider granting Applications of exhibitors who agree to the terms and conditions set forth in this Agreement and who submit a signed copy of this Agreement with their Application. Therefore, in consideration for the opportunity to exhibit at the Event, Exhibitor agrees to comply with all of the following terms and conditions:

The following rules and regulations governing the exhibit of the Eastern Association for the Surgery of Trauma (EAST) are part of the application for space and constitute a contract between the exhibitor and EAST. They have been formulated in the best interest of the exhibitor, and we respectfully ask for the full cooperation of the exhibitor in their observance. Any detail not specified is subject to decision by EAST.

BOOTH ASSIGNMENTS—Booth exhibit space is assigned based on the date application received and number of booths requested. Booth Selections— The exhibitor agrees to accept the space assigned. The application, along with full payment (i.e. \$5,500/exhibit booth), should be returned to the EAST Exhibit Coordinator. Subletting of space is not permitted. EAST reserves the right to modify the designated exhibit space and make changes to space assignments should it be necessary.

CANCELLATIONS, REDUCTION, AND REFUNDS—Written notification of a reduction or cancellation of exhibit space must be received by EAST (90) days prior to the Event's opening date and will result in a refund minus \$300 administrative fee. Written notification of a reduction or cancellation of exhibit space received by EAST (45) days prior to the Event's opening date will forfeit exhibit fee in full and no refund will be issued. Space not claimed or occupied on-site after 5:00 p.m., Tuesday, January 17, for which no special arrangements have been made with EAST, may be resold or reassigned by EAST

without obligation to refund exhibit fees or reassign the exhibitor. No refunds will be granted for space after November 23, 2022.

CONTRACT FOR SPACE—The acceptance of the official EAST Exhibit Space Application and deposit of rental charges constitute a contract for the rights to use allotted space. A completed application for space with payment in full and all requested information must be received by mail. However, facsimile applications can be accepted if sent with complete credit card information and signature. Telephone requests will not be honored.

ELIGIBILITY FOR EXHIBITING—The exhibits are an extension of the continuing education program of EAST. For an application to be accepted by EAST, the products and services must be related to the practice of surgery or medicine. Exhibitors may only display products and services that they manufacture or distribute. All exhibiting companies' products and services must be approved by the Eastern Association for the Surgery of Trauma's (EAST) Exhibit Manager. EAST reserves the right, even after an application has been approved, to refuse exhibits, curtail activities, or to close exhibits or parts of exhibits that do not, in EAST's determination, comply with its rules and regulations.

Exhibit Fee —Exhibitor will pay EAST an exhibit fee in the amount of Five Thousand

Five Hundred and No/100th Dollars (\$5,500.00 [USD]) per exhibit space (Exhibit Fee). The Exhibit Fee covers Exhibitor's dedicated exhibit space (8x10 Exhibit space) and registration fees for four (4) Exhibitor representatives to attend the Event and display throughout the Event. An additional fee of One Hundred and No/100th Dollars (\$100.00 [USD]) will be charged for each additional representative. The Exhibit Fee is due in full with the submission of the Application and this Agreement. No exhibit space will be assigned unless EAST receives the Exhibit Fee in full. **Checks for Exhibit Fees should be made payable to "Eastern Association for the Surgery of Trauma"** and submitted with the Application and this Agreement to: Eastern Association for the Surgery of Trauma, 633 N. Saint Clair Street, Suite 2400, Chicago, IL 60611-3295.

EXHIBIT BOOTH DESIGN/DISPLAY—Exhibit booths are 8' x 10'. The height of any exhibit shall not exceed 8' and the side rails must not be higher than 42". All back walls and side rails must remain as set by the official contractor. Please note that all display material must be fire retardant. Exhibits may not span an aisle by ceiling or floor. Solid ceilings of wood, fabric, or other material over exhibits are not permitted if they come under the fire sprinkler heads. Exhibitors with covered exhibits must submit plans to the official contractor who will present said plans to the EAST for review and approval. Exhibits must be arranged so as not to obstruct the sightline or otherwise interfere with the displays of the other exhibitors.

ANIMAL TISSUE DEMONSTRATIONS—Under no circumstances may human tissue of any

kind be used for demonstration purposes. Animal tissue may be used if a request is submitted in writing to EAST with a detailed description of the proposed method of waste disposal.

FAILURE TO OCCUPY SPACE—Any exhibitor failing to occupy booth is not relieved of the obligation to pay full rental price for space. The EAST reserves the right to use an exhibit space as it sees fit, provided the space is not occupied one hour prior to the scheduled exhibit hall opening. **Payment Terms**— A check made payable to Eastern Association for the Surgery of Trauma in the amount of \$5,500 per exhibit booth must accompany the application for space. No applications will be processed without remittance of the full amount due. If paying by credit card, EAST Exhibit Management will charge credit cards the full amount of \$5,500 per each exhibit space requested. No application will be processed without full payment. Services ordered through the official decorator will only be fulfilled upon receipt of full payment for your booth space.

COMPLIMENTARY REGISTRATIONS—Each exhibiting company is entitled to four (4) complimentary badges per 80 sq. ft. (8' x 10') of space or virtual exhibit space. Substitutions are not permitted, and badges cannot be shared. Badges will provide access to the continental breakfast, opening reception, and scientific sessions. A \$100 per badge fee will be charged above and beyond your booth allotment. Lost or forgotten badges may be reprinted on site at a fee of \$100 per badge. No badges will be issued without proof of company affiliation. Exhibitor registration forms are due December 17, 2022. Details will be sent under separate cover. Exhibitor badges can be picked up at the EAST registration desk located at Disney's Yacht & Beach Club Resort. EAST requires that all representatives be registered for the meeting. Badge exchange between exhibitor representatives is not permitted. All exhibitor personnel are always required to wear their registration badges while on the exhibit floor. Booths must always be staffed. Please note you will be in violation of regulations if the booth is not staffed.

MARKETING OPPORTUNITIES—EAST is excited to offer marketing opportunities in 2023. For details, see Marketing Opportunities listed in this prospectus.

CLEANING SERVICE/AISLE CARPET—Each exhibitor is responsible for ordering cleaning service for the upkeep of its booth during the show. A form will be provided in the online exhibitor service manual. EAST will assume

responsibility for aisle cleaning in the exhibit hall.

COMPANY DESCRIPTIONS - Company descriptions will be uploaded to mobile app. More details will be included in the exhibit space confirmation.

EXHIBIT HOURS—All days/times are tentative; Wednesday, January 18, 7:00 am – 1:30 pm, Thursday, January 19, 7:00 am – 1:30 pm, Friday, January 20, 7:00 am - 10:00 am. Times are tentative and subject to change.

EXHIBITOR EVENTS—The opportunity to hold Exhibitor Events will be offered at the EAST Meeting. Exhibitors will want to take advantage of the opportunity to gain additional exposure to this influential group of trauma surgeons. For details, see Marketing Opportunities listed in prospectus.

FOOD AND BEVERAGE—Nonalcoholic beverages and food products are permitted in your booth only if ordered or approved through the hotel's food and beverage departments. No popcorn, peanuts, or jelly beans will be allowed.

FOOD AND DRUG ADMINISTRATION (FDA)—All medical devices or pharmaceuticals exhibited must have fulfilled all applicable FDA regulations.

NON-FOOD AND DRUG ADMINISTRATION (FDA) APPROVED DRUGS AND DEVICES—Exhibitors are reminded that the FDA generally prohibits the advertising or other promotion of investigational or unapproved drugs and devices. The FDA also forbids the promotion of approved drugs or devices for unapproved uses. Unapproved Class III devices may be displayed only if they are the subject of an effective investigational device exemption (IDE). Class I or II devices that have not been approved by the FDA may be displayed only if they are the subject of a pending 510(k) premarket notification application. Any investigational product (including any product subject to a pending 510(k)) that is displayed or graphically depicted within the exhibit must: contain only objective statements about the product; contain no claims of safety, effectiveness, or reliability; contain no comparative claims to other marketed products; display the statement, "Caution: Investigational Devices. Limited to Investigational Use.," in prominent size and placement; and not be sold or be the subject of order taking or name gathering until approved. Signage that is easily visible is to be placed near the devices themselves and on any graphics depicting the device stating, "This device is not cleared by the FDA for distribution

in the United States.," or "This device is limited by Federal Law for investigational use only."

GIFTS/PROMOTIONAL ITEMS—Exhibitors are permitted to give gifts and promotional items in their assigned booths but items must be approved by EAST Management. Individual gifts in the general range of \$100 are acceptable. No gifts over \$100 are permitted. Exhibitors must follow the AMA Guidelines on Gifts to Physicians from Industry. Any gifts accepted by physicians individually should primarily entail a benefit to patients. Accordingly, textbooks, modest meals, and other gifts are appropriate if they serve a genuine educational function. Cash payments may not be offered.

HOTEL INFORMATION—The EAST meeting will be held at Disney's Yacht & Beach Club Resort in Lake Buena Vista, Florida. To verify that all hotel rooms within the EAST block are properly allocated, EAST will actively monitor the housing process. Exhibitors who require the use of ten (10) sleeping rooms (or more) at Disney's Yacht & Beach Club Resort per night must contact Julianna Theberge at jtheberge@facs.org. For exhibitors who require the use of fewer than ten rooms, hotel information will be available on the EAST website at www.east.org. The reservation cutoff date at Disney's Yacht & Beach Club Resort is December 19, 2022. Reservations made after the deadline date, or when room block fills, are subject to rate and space availability.

UNAUTHORIZED SOLICITATIONS FROM HOTELS—ALL hotel reservations for EAST must be made via the EAST website. Be aware of hotel resellers who may contact you offering accommodations they are not endorsed by or affiliated with EAST. Beware, entering into financial agreements with non-endorsed companies can have costly consequences.

LASER POLICY—Exhibiting companies planning to demonstrate laser equipment and other potentially hazardous light sources must request laser information from EAST management.

LEAD RETRIEVAL—Lead retrieval information will be included in the Exhibitor Service Manual.

LIST RENTAL—Exhibitors will have the opportunity to purchase the preregistration attendee list before the meeting and the final attendee list after the close of the meeting. Additional Information, including pricing and guidelines, will be available in the Service Manual.

NON-CONTRACTED EXHIBIT SPACE—Any person, firm, or organization not having

contracted with the EAST for the occupancy of space in the exhibit hall will not be permitted to display or demonstrate any products, processes or services; solicit orders, or distribute advertising materials at Disney's Yacht & Beach Club Resort, or in any hotel used by EAST to house registrants. Any noncompliance with this regulation will result in the prompt removal of the offending person(s) and property from the area. No exhibit will be permitted in a hotel room.

PHOTOGRAPHERS—All exhibiting companies hiring a photographer during the EAST Scientific Assembly must submit in writing the name of the photographic firm to the EAST Exhibit Management office. Unauthorized photographers or camera equipment will not be allowed into the exhibit hall.

RAFFLES/PRIZE DRAWING—Exhibitors may conduct raffles or have individual prize drawings in their assigned booths. All raffle prizes must be approved by EAST Management.

RESTRICTIONS IN OPERATION OF EXHIBITS—The EAST reserves the right to restrict exhibits that because of sound, method of operations, materials, content, or are for any reason objectionable. EAST also reserves the right to prohibit or evict any exhibit that, in the opinion of EAST Management, may detract from the general character of the exhibit as a whole. This reservation includes persons, things, conduct, printed matter, food and beverages, or anything of a character that EAST Management determines is objectionable to the exhibit. In addition, all demonstrations, interviews, or instructional activities must be confined to the limits of the exhibit booth space. Any person canvassing in any part of Disney's Yacht & Beach Club Resort will be required to leave the building. In the event of such restriction or eviction, EAST and EAST Exhibit Management are not liable for any refunds of rentals or other exhibit expense.

SALES AND ORDER TAKING—Exhibitors are free to solicit sales and take orders within the exhibit hall only.

SECURITY—Security officers will be stationed in the exhibit hall continuously from 5:00 pm Tuesday, January 17 through 10:00 am on Friday, January 20. Children under the age of 16 are not permitted in the hall at any time.

SIGNS—One 7" x 44" ID sign will be furnished to each exhibitor by EAST. Forms for ordering additional signs will be provided in the online Exhibitor Service Manual. Only professionally printed signs are permissible.

SOUND—Sound/audiovisual devices, effects, and demonstrations will be permitted only in those locations and at such sound intensity (maximum 80 decibels or "dB") as, in the opinion of EAST, do not interfere with the activities of neighboring exhibitors. Sound levels exceeding 80 dB are deemed inappropriate and must be discontinued.

INSURANCE—Insurance on all exhibits is the responsibility of the exhibitor. EAST Management will not assume any responsibility for property loss or damage to personal property, as stated in the section on limitation of liability. Each exhibitor shall, at their own cost and expense, provide general liability insurance in an amount not less than \$2,000,000. This insurance should recognize EAST and the American College of Surgeons as an additional insured. Service orders will only be fulfilled by the official exhibit hall decorator when booth space is paid for in full and a certificate of insurance has been submitted.

LIMITATION OF LIABILITY—It is mutually agreed by and among EAST, EAST Management, and the exhibitor that EAST and EAST Management shall have no liability whatsoever to an exhibitor, its employees, or its business invitees; or have any liability for loss or damage to the property of the exhibitor, its employees, or its business invitees resulting from any cause. It is further understood and agreed that all claims against EAST and EAST Management for any damage, loss, or injury are expressly waived by the exhibitor and assumed by the exhibitor as its responsibility. Space is leased with the understanding that EAST, EAST Management, the official Decorator, and Disney's Yacht & Beach Club Resort assume no liability whatsoever for damages for any act of omission in connection with the said agency, and the exhibitor and its representative(s) hereby keep forever harmless EAST, EAST Management, the official Decorator and Disney's Yacht & Beach Club Resort from any and all liabilities for loss ensuing from any cause. It is further understood and agreed that the EAST and EAST Management shall in no event be liable to an exhibitor for any lost profits, sales, or business opportunities or any other type of direct or consequential damages alleged to be due from a breach of this contract. It is understood and agreed that the sole liability of EAST and EAST Management to the exhibitor for any breach of the contract shall be for the refund of all amounts paid by the exhibitor pursuant to this contract, as an exclusive remedy. The exhibitor agrees to abide by all applicable laws, ordinances, and rules and regulations, including but not limited to those of the State of Florida, the city of Lake Buena

Vista and Disney's Yacht & Beach Club Resort, as may be amended from time to time.

CATASTROPHE—In the event of fire, strikes, or other unavoidable occurrence(s) rendering the exhibit space unfit for use, provisions will be made for the exhibit elsewhere or a proper financial adjustment will be made to the exhibitor.

INSTALLATION AND DISMANTLING—Exhibitor Installation may begin on Tuesday, January 17. Setup must be completed by 5:00 pm on Tuesday, January 17. All display material, packages, crates, etc., not attended to by 4:00 pm on Tuesday, January 17, will be removed by the official Decorator on a time and material basis, and will be done so at the exhibiting company's expense. Dismantling may begin promptly at 10:00 am. on Friday, January 20. Dismantling exhibits before the official closing without just cause and/or permission from EAST Management will result in not receiving an invitation to exhibit the following year.

SERVICE CONTRACTOR—The service desk will be open during installation, dismantling, and show hours for your convenience.

INSTALLATION AND DISMANTLING BADGES—These passes are necessary for all unregistered installation and dismantling personnel who want access to the exhibit hall. Setup badges must be presented to the security officers for entrance. Passes may be obtained at the EAST exhibitor registration desk located at Disney's Yacht & Beach Club Resort.

SETUP BY NON-OFFICIAL CONTRACTOR—The unpacking, setup, assembling, dismantling, and packing of displays and equipment must be done by the correct type of labor. The official service contractor will have skilled craftsmen available to assist exhibitors.

CONFIDENTIALITY — EAST and Exhibitor, on behalf of themselves and their respective agents and employees, agree not to use or disclose at any time any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

REGISTRATION AND ACCESS TO SCIENTIFIC SESSIONS — All exhibitors must register to participate in the 36th EAST Annual Scientific Assembly. Exhibitors receive full access to the meeting, including scientific sessions, with registration. CME is not available to those registered solely as exhibitors. Details for exhibitor registration will be available later.

FORCE MAJEURE —The performance of this Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats or terrorist attacks, or other similar occurrence beyond the control of the parties, making it illegal, impossible, or commercially impractical to carry on the Exhibits or fully perform the terms of this Agreement. This Agreement may be terminated, or performance may be excused without penalty, for any one or more of such reasons by written notice from one party to the other.

INDEMNIFICATION AND INSURANCE — Each party agrees to indemnify and hold harmless the other, its agents, and employees from and against all claims, liabilities, and expenses, including reasonable attorneys’ fees, arising from acts, omissions, or breach of this Agreement by the party or its agents or employees. The parties shall each maintain appropriate and sufficient insurance to cover their obligations under this Agreement.

LICENSE OF INTELLECTUAL PROPERTY — EAST and the Exhibitor are each the sole owner of all right, title, and interest to EAST and the Exhibitor’s respective information, including such party’s logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, “Intellectual

Property”). EAST and the Exhibitor hereby each grant to the other a limited, non-exclusive license to use certain of the granting party’s Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Exhibit Program.

LIMITS IN LIABILITY — In no event shall EAST be liable to the Exhibitor for more than the amount paid under the Agreement.

RELATIONSHIP OF THE PARTIES — EAST and Exhibitor agree that this Agreement is not intended to create any partnership, agency, joint venture, or employer/employee relationship of any kind; both parties agree not to contract any obligations in the name of the other or to use each other’s credit in conducting any activities under this Agreement. The parties agree that exhibiting as part of the Exhibits does not constitute EAST official endorsement, guarantee, acceptance, or approval of Exhibitor, its services, products, programs, or activities.

TERM AND TERMINATION — This Agreement is effective as of the date of last signature and will terminate (i) upon conclusion of the post promotion of the Exhibits, or (ii) upon the occurrence of a material breach (including failure to make timely payments) by either party if such breach is not cured within thirty (30) days after written notice of such breach

is received, or (iii) upon thirty (30) days’ notice by EAST to Exhibitor, with or without cause. In the event of termination for material breach by EAST, or termination without cause by EAST, EAST will refund payments made by Exhibitor. Upon any termination of this Agreement, all rights and privileges for use of the other party’s Intellectual Property shall expire, and each party shall discontinue the use of the other party’s Intellectual Property.

MISCELLANEOUS — This Agreement supersedes all prior writings or oral agreements and constitutes the entire agreement between the parties on the subject hereof; it may be amended only by a writing clearly setting forth the amendments and signed by both parties. This Agreement is binding on the parties, their successors, and assigns, provided that no party may assign this Agreement without the prior written consent of the other party. Either party’s waiver of or failure to exercise any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement. All notices required or permitted hereunder shall be in writing, sent to the parties at the addresses provided by the parties. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

INTERPRETATION AND APPLICATION OF RULES AND REGULATIONS — All matters and questions not specifically covered by these Rules and Regulations, are subject to the decision of Christine Eme, Executive Director, Eastern Association for the Surgery of Trauma and Judy Hambrick, EAST Exhibit Coordinator, American College of Surgeons.

ACKNOWLEDGEMENT

The undersigned hereby represent and acknowledge that: (i) they read the foregoing Agreement; (ii) they know its contents; (iii) in executing this Agreement, they received legal advice regarding the legal rights of the party on whose behalf they are executing this Agreement; (iv) they are authorized to execute this Agreement on behalf of the respective named parties; and (v) they are executing this Agreement as a free and voluntary act and on behalf of the named parties.

AGREEMENT

Please sign, date, and return with Application for Exhibit Space.

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| EXHIBITOR REPRESENTATIVE NAME: | TITLE |
| SIGNATURE: | DATE: |