

This Contract to participate in the Neurocritical Care Society (NCS) 21st Annual Meeting at the Phoenix Convention Center (“Facility”), in Phoenix, Arizona, August 15-18, 2023, including but not limited to set-up and dismantal dates shall become effective when it has been submitted by the exhibiting company and accepted by NCS. The individual signing this Contract represents and warrants that he/she is duly authorized to execute this binding Contract on behalf of the exhibiting company. By signing below, the exhibiting company agrees to be bound by the terms and conditions below. The exhibiting company agrees that upon acceptance of this Contract by NCS, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Contract, together with the Contract Conditions/Rules & Regulations below, (collectively “this Contract”) shall become a legally binding contract between NCS and exhibiting company (“Exhibitor”).

As used herein, “booth,” “exhibit,” and “space” are all in reference to an exhibit booth space at the within the NCS 21st Annual Meeting (“Show”).

1. NCS SHOW MANAGEMENT

NCS Show Management is responsible for exhibit logistics, collection of exhibitor payment and acts as a liaison between exhibitors, NCS and all official show contractors. If you have any questions about your participation, contact NCS Show Management:

NCS
330 N. Wabash
Suite 2000
Chicago, IL 60611 USA
Phone: (312) 321-5159
Email: partners@neurocriticalcare.org

2. ELIGIBILITY CRITERIA FOR EXHIBITORS

NCS reserves the right to determine the eligibility of any company for inclusion in the NCS 21st Annual Meeting.

3. BOOTH SPACE RENTAL FEE

10’ x 10’ inline booth \$4,200 / \$42.00 per square foot

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

4. ASSIGNMENT OF SPACE

For all Contracts submitted by October 19, 2022, booth space is assigned on a Priority Point basis during the 20th Annual Meeting. After this date, booth space is assigned on a first-come, first-serve basies. Priority are awarded as outlined below:

2022 Package Points	2022 Sponsorship Points	Longevity Points
10’ x 10’ booth (2 points)	\$5,000 - \$9,000 (1 point)	Five Consecutive Years for Participating from 2018 through 2022 (5 points)
10’ x 20’ booth (3 points)	\$10,000 - \$19,000 (2 points)	
20’ x 20’ booth (4 points)	\$20,000 - \$39,000 (3 points)	
	\$40,000 - \$59,000 (4 points)	
	\$60,000 - \$89,000 (5 points)	
	Over \$90,000 (6 points)	

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

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

NCS 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, Exhibitor shall submit a written request, including the requested size of space to partners@neurocriticalcare.org. Exhibitors are added to the waitlist on a first-come, first-served basis based on date and time of email receipt by NCS.

NCS 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.

5. PAYMENTS, CANCELLATIONS & REFUNDS

NCS Show Management shall issue an invoice to the Exhibitor after assignment of space. Exhibitor must remit a 50 percent deposit of the total Exhibit Booth Fee within 30 days of receipt of their invoice from NCS Show Management. The remaining balance of the Exhibit Booth Fee must be paid on or before March 3, 2023. Notwithstanding the foregoing, a Contract submitted on or after March 3, 2023, must remit 100 percent of the total Exhibit Booth Fee within 30 days of receipt of their invoice from NCS Show Management and full payment must be received on or before August 4, 2023, regardless of Applications & Contract submission date. NCS reserves the right to reassign an exhibit booth space if the Exhibitor fails to remit 100% payment by the deadline date.

Credit card payments can be made online using American Express, MasterCard or Visa. Checks must be payable to NCS and can be remitted to the following address via the U.S. Postal Service or overnight courier (e.g., FedEx):

Neurocritical Care Society
PO Box 775263
Chicago, IL 60677 USA

For ACH/wire payments, please email partners@neurocriticalcare.org for remittance instructions.

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

6. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

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

For cancellations of space received between the initial contract submission date and February 10, 2023, Exhibitor is responsible for, and NCS shall be entitled to retain, 50% for the total Exhibit Fee as a cancellation fee. Should an Exhibitor cancel a portion of its space between initial space selection and February 10, 2023, Exhibitor is responsible for, and NCS shall be entitled to retain 50% of the total Exhibit Booth Fee as a cancellation fee.

Full payment is required and no refunds whatsoever will be made on cancellations or reductions of space on or after February 10, 2023. Should an Exhibitor cancel even partial space on or after February 10, 2023, the Exhibitor is responsible for the full Exhibit Booth Fee for the originally contracted exhibit space.

Notwithstanding the foregoing, Exhibitor will have no right to cancel all or any portion of assigned exhibit space or this Contract subsequent to NCS's cancellation of the Event pursuant to Section 7.

7. CANCELLATION OR CHANGES TO THE NCS 21st ANNUAL MEETING BY NCS

If for any reason beyond NCS's control NCS determines that NCS 21st Annual Meeting must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Exhibitor understands and agrees that NCS shall not refund any amounts Exhibitor paid towards the Exhibit Booth Space Rental Fee and that all losses and damages that it may suffer as a

consequence thereof are its responsibility and not that of NCS or its directors, officers, employees, agents or subcontractors. Exhibitor understands that it may lose all monies it has paid to NCS for space at the Event, as well as other costs and expenses it has incurred, including travel to the Event, set-up, lodging, decorator freight, employee wages, etc.

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

8. ELIGIBILITY TO EXHIBIT

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

9. SUBLETTING OF EXHIBIT SPACE PROHIBITED

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 NCS in its sole discretion.

10. PROMOTIONAL ACTIVITIES

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

11. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

12. INTELLECTUAL PROPERTY MATTERS

The Exhibitor represents and warrants to NCS that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor) or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify NCS 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. The Exhibitor agrees to indemnify, defend and hold NCS, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' 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, NCS, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitors. The terms of this provision shall survive the termination or expiration of this Contract.

13. USE OF NCS NAME

NCS, NCS 21st Annual Meeting, and Show logo are registered trademarks owned by NCS. Participation by Exhibitor in the Show does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Show and use the Show logo with reference to Exhibitor's participation as an exhibitor at the NCS 21st Annual Meeting. Participation in the Show does not imply endorsement or approval by NCS of any product, service or participant and none shall be claimed by any participant.

14. SET-UP TIME

Set-up of exhibits begins in the Facility on Monday, August 14, 2023, at 8:00 AM. If an exhibit is not set-up by 3:00 PM on Tuesday, August 15, 2023, NCS reserves the right to cancel such space, to re-assign such space to another Exhibitor, or to make such other use of the space as deemed necessary or appropriate. NCS reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor's expense. NCS reserves the right to modify set-up time/Exhibit Hall Hours/dismantle time, 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 NCS's election of any rights under this Section 14.

15. EXHIBIT HALL HOURS

Tuesday, August 15, 2023

4:00 PM - 6:00 PM - *Welcome Reception in Exhibit Hall*

Wednesday, August 16, 2023

7:00 AM – 10:45 AM

4:00 PM – 6:30 pm

Thursday, August 17, 2023

9:30 AM – 11:30 AM

2:30 PM – 3:45 PM

Please note that this schedule as outlined above is subject to change.

16. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on Thursday, August 17, 2023, at 3:45 PM. No part of an exhibit shall be removed during Exhibit Hall Hours without special permission from NCS. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future NCS events.

All freight must be removed from Facility by 1:00 PM on Friday, August 18, 2023. If exhibits are not removed by this time, NCS reserves the right to remove exhibits and charge the expense to Exhibitor and NCS shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

17. BADGES

Exhibitor will be provided (2) complimentary Exhibitor badges for every 10' x 10' booth space purchased. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges allow access to the Exhibit Hall during set-up, Exhibit Hall Hours and dismantle in addition to networking opportunities open to all Event attendees.

Event attendees do not have access to the Exhibit Hall until Tuesday, August 15, 2023, at 4:00 PM. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time may, at the sole discretion of NCS, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future NCS events. NCS reserves the right to give an Exhibit Hall Pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

18. MINIMUM AGE FOR ADMISSION

Children under the age of 18 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 18 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

19. EXHIBITOR LIABILITY

Exhibitor remains solely responsible for the safety of its property at all times during transit to and from the Facility and in the Exhibit Hall. Neither NCS, its directors, officers, employees, agents, subcontractors, nor Smithbucklin Corporation, (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 SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

20. INDEMNIFICATION

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

21. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management on or before Friday, June 30, 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) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$2,000,000
- (f) Personal property and equipment on a special form replacement cost basis

NCS, Smitbucklin and the Phoenix Convention Center, 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.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to partners@neurocriticalcare.org.

22. USE OF SPACE — GENERAL

- (a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the Facility or meeting rooms is strictly prohibited. NCS also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the NCS 21st Annual Meeting.
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) 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.
- (d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.
- (e) Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved with NCS. Details should be submitted to Show Management via email to partners@neurocriticalcare.org at least 10 business days prior to the start of the Event. NCS reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.
- (f) NCS allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of NCS. Exhibitor must abide by all Phoenix/Maricopa County/Arizona statutes and regulations regarding drawings, games of chance and raffles.
- (g) No animals are permitted in the Facility other than service animals.

- (h) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the Facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in May 2023. The Facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the Facility prior to publication in the Exhibitor Services Manual Exhibitor may email partners@neurocriticalcare.org.
- (i) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:
- U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV
950 Pennsylvania Avenue, NW
Washington, D.C. 20530 USA
phone: (800) 514-0301 (voice) (800) 514-0383 (TTY)
www.ada.gov
- (j) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Exhibit Hall Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (k) NCS will publish housing booking information for the Hyatt Regency Phoenix and Renaissance Pheonix on its website including secure booking links. If you are contacted by ANY company except NCS about hotel reservations for NCS 21st Annual Meeting, please inform NCS by emailing partners@neurocriticalcare.org. NCS shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (l) All booth personnel must be properly and modestly clothed.
- (m) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event Hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the Facility's caterer.
- (n) Exhibitor is permitted to provide alcoholic beverages (if sponsored) in its booth space during the Exhibit Hall Hours. Alcoholic beverages served in booths may only be purchased and served by licensed bartenders from the Facility's Food and Beverage Department and must be ordered through the Facility's caterer. ARMARK is the exclusive provider of food and/or beverage items at the Facility.
- (o) The Exhibit Hall is not carpeted. Floor coverings are mandatory for this event. Exhibitor may elect to rent/install carpet to align with their brand/color scheme. Booth carper order forms are included in the Exhibitor Services Manual.
- (p) Exhibitor, at NCS's sole discretion, is prohibited from taking videos and photographs of any exhibitor booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the NCS, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the NCS and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that NCS is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.
- (q) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.

- (r) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands and island booths to a maximum height of (16') (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 (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. All exhibit fixtures and booth structures are permitted to a maximum height of (16') (6.10m) in all peninsulas, modified peninsulas, split islands and island booths. Exhibitor agrees to abide by these maximum height limits. Exhibitor agrees to drape off any portion of it's' exhibit with an unfinished side(s) or back that is visible at its' expense. Exhibitor agrees to abide by all other Booth Construction/Display Rules & Regulations, see Appendix. Any Exhibitor who fails to comply with the Booth Construction/Display Rules & Regulations may lose part or all of their priority points and may entirely lose the privilege of exhibiting at future NCS events. NCS, the General Services Contractor and the Facility reserve the right to amend the Booth Construction/Display Rules & Regulations based on CDC recommendations.
- (t) Any Exhibitor occupying an Island, Split Island, Peninsula or Modified Peninsula space is required to submit a detailed floor plan, including dimensions, to Show Management for review and approval by June 30, 2023. All Exhibitors who received a written booth violation notice at the NCS 20th Annual Meeting are required to submit a detailed floor plan, including dimensions, to Show Management for review and approval by June 30, 2023. Floor plans should be submitted via email to partners@neurocriticalcare.org.
- (u) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

23. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

- (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 Show Management for review and approval by June 30, 2023.
- (g) Vehicles may not be displayed without prior written approval from NCS and the Public Safety Department of the Facility.

24. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

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 attendees from any program or other component of the Event during Exhibit Hall Hours or any function sponsored in connect with the Event without prior notice to and approval by NCS.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by NCS.

25. HOTEL ROOMS, SUITES & MEETING ROOMS

NCS reserves the right to control all suites and meeting rooms in the Facility and in those hotels participating in the NCS housing block. These controls have already been set up with each property. Exhibitors must submit their requests for submit requests for function space, including meeting and hospitality rooms to partners@neurocriticalcare.org and remit the required rental fee to NCS. No meetings, private functions, including lunch meetings, or entertainment can be scheduled during Exhibit Hall Hours. No product displays or demonstrations are permitted in meeting rooms. Activities that conflict with the nature of NCS 21st Annual Meeting are not permitted. Suites and meeting rooms are assigned on a first-come, first-served basis and only to Exhibitors and organizations allied with NCS.

26. ATTENDEE LISTS

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

27. FIRE REGULATIONS

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Phoenix Fire Department.
- (b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Phoenix Fire Department and from NCS. Any exhibitor with a heat producing device must submit their approval request to Show Management at partners@neurocriticalcare.org.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Phoenix Fire Department has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

28. 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 General Service 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 no later than June 30, 2023. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with NCS in order for any EACs to gain access to the Exhibit Hall. NCS shall issue a wristband for all EACs to wear when in the Facility.
- (c) Exhibitor may hand carry its own materials into the Facility. The use or rental of dollies, flat trucks and other mechanical equipment, however, is not permitted. The Facility controls access to the loading docks in order to provide for a safe and orderly set-up/dismantal. 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 General Services Contractor. A dock is provided for use by privately operated vehicles.
- (d) A complete list of all labor regulations is included in the Exhibitor Services Manual. NCS and the Union Steward The reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

29. EXHIBITOR SERVICES MANUAL

In the May of 2023 NCS and its' General Service Contractor will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during set-up, Exhibit Hall Hours and dismantle.

30. WARRANTIES

NCS makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the Facility, NCS, or their respective employees, agents or contractors.

31. AMENDMENTS/ INTERPRETATION

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

32. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or NCS. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor's heirs, successors and assigns.

33. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, NCS 21st ANNUAL MEETING, NCS, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS INCLUDING SMITHBUCKLIN CORPROATION, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "NCS PARTIES") BE LIABLE TO THE EXHIBITOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE NCS PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT NCS PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE NCS PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY NCS PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.