

This Sponsorship Agreement & Contract ("Contract") is entered into by and between the Neurocritical Care Society ("NCS"), and Sponsoring Company Name ("Sponsor") shall become effective when it has been submitted by the sponsoring company and accepted by NCS. The individual signing this Agreement & Contract represents and warrants that he/she is duly authorized to execute this binding Agreement & Contract on behalf of the sponsoring company. By signing below, the sponsoring company agrees to be bound by the Terms & Conditions below. The sponsoring company agrees that upon acceptance of this Agreement & Contract by NCS, with or without appropriate payment of the sponsorship fee and further action by the sponsoring company, this Application & Contract, together with the Terms & Conditions below, (collectively "this Contract") shall become a legally binding contract between NCS and sponsoring company ("Sponsor").

1. MANAGEMENT

NCS Show Management will orchestrate management of all sponsorship opportunities and will be known as "NCS Management" and is responsible for sponsorship benefits, sponsorship deliverables, sponsorship logistics and collection of sponsorship payment. Additionally, NCS Management is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment for the 2023 NCS 21st Annual Meeting, August 15-18, 2023. If a Sponsor elects to occupy a booth space at NCS 2023 Annual Meeting, Sponsor agrees to complete an Exhibit Space Application & Contract and remit it to NCS Management.

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

NCS Management acts as a liaison between exhibitors, sponsors, NCS, and any third party contractors. Any Sponsor with questions about their sponsorship should contact NCS Show Management directly.

2. PAYMENTS, CANCELLATIONS & REFUNDS

Sponsor must remit payment within 30 days of submitting their Contract. NCS Management shall issue an invoice after accepting the Sponsor's Contract.

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

Neurocritical Care Society
PO Box 775263
Chicago, Illinois 60677 USA

Sponsors who wish to pay by ACH/wire must email partners@neurocriticalcare.org for remittance instructions.

If the Sponsor is a sponsoring company of NCS 21st Annual Meeting, the sponsor agrees to remit payment no later than June 30, 2023, regardless of when they submitted their Contract. NCS reserves the right to hold or revoke Exhibitor badges for any Sponsor with an unpaid balance and to instruct all official show contractors to deny goods and services. Furthermore, NCS reserves the right at its sole discretion to cover-up or remove any sponsor logos if the Sponsor is not paid in full prior to payment deadline date.

3. CANCELLATION SPONSORSHIP BY SPONSOR

Full payment is required and no refunds whatsoever will be made on cancellations of sponsorship. Sponsor may request changes or substitutions as an alternative resolution to outright sponsorship cancellation, subject to availability. NCS does not guarantee acceptance of any proposed alternative resolution. Cancellation of sponsorship, and alternative resolution proposals, must be directed in writing to NCS Management, signature required, to the

address in Section 1. As an alternative, Sponsor may remit to NCS Management via email to partners@neurocriticalcare.org, provided that the Sponsor obtains confirmation of NCS's receipt of the email.

Notwithstanding the foregoing, Sponsor will have no right to cancel subsequent to NCS cancellation pursuant to Section 4.

4. CANCELLATION OR CHANGES TO SPONSORSHIP BY NCS

If for any reason beyond NCS's control NCS determines that the sponsorship opportunity, NCS 21st Annual Meeting must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Sponsor understands and agrees that NCS shall not refund the sponsorship fees paid to it by Sponsor 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. Sponsor understands that it may lose all monies it has paid to NCS for sponsorship, as well as other costs and expenses it has incurred, including travel to NCS 21st Annual Meeting, setup, lodging, decorator freight, employee wages, etc.

Sponsor agrees to indemnify, defend and hold harmless NCS, its directors, officers employees, agents and subcontractors from any and all loss which Sponsor may suffer as a result of NCS 20th Annual Meeting 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.

5. ELIGIBILITY

NCS reserves the right to determine the eligibility of any Sponsor and to prohibit a Sponsor from receiving sponsor recognition if, in the sole judgment of NCS, the Sponsor shall in any respect be deemed unsuitable. A Sponsor's eligibility to sponsor NCS must remain in effect from the time of submission of the Contract to the time the sponsorship concludes.

6. INTELLECTUAL PROPERTY MATTERS

The Sponsor represents and warrants to NCS that no materials used in or in connection with their sponsorship infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Sponsor) or other intellectual property rights of any third party. The Sponsor agrees to immediately notify NCS of any information of which the Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Sponsor agrees to indemnify, defend and hold NCS, 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 Sponsor, 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 Sponsors. The terms of this provision shall survive the termination or expiration of this Contract.

7. EDITORIAL CONTROL

Sponsor acknowledges and agrees that NCS, NCS Management, its affiliates and, as applicable, the editors, writers and speakers, retain total editorial independence with respect to the content presented in any Sponsorship Opportunity and the selection and presentation thereof subject to Section 8 regarding Company Content. Except as expressly detailed in an Addendum, NCS is under no obligation to include any author or speaker suggested by Sponsor. In any event, Sponsor shall clearly disclose to NCS any financial, employment or other relationship between Sponsor and any suggested speaker or author.

8. COMPANY CONTENT

When a Sponsorship Opportunity involves inclusion of Sponsor content (e.g., an advertisement) or branding (e.g., event sponsorship), Sponsor hereby permits NCS to copy, record, distribute, publish and otherwise display Sponsor branding and Sponsor supplied content solely in connection with the applicable Sponsorship Opportunity (including, without limitation, any recordings or publications made from such Sponsorship Opportunity) in the manner agreed with Sponsor, it being understood that any mention or display of Sponsor or its products must be approved by Sponsor. Sponsor is solely responsible for any such content and shall defend, indemnify and hold NCS and its affiliates harmless in the event that any third party asserts any claim of infringement or false advertising in connection with the

Sponsor content or branding. NCS shall only display Sponsor branding in accordance with the written branding guidelines provided by Sponsor to NCS in writing.

9. USE OF NCS NAME, BRANDS & LOGOS

The Neurocritical Care Society (“NCS”), NCS 21st Annual Meeting, Show logo are registered trademarks owned by NCS. Support by a Sponsor does not entitle the Sponsor to use such names or logos, except those logos that are provided to them by NCS Management. Sponsors of the NCS 21st Annual Meeting may reference the NCS 21st Annual Meeting and use the NCS logo with reference to the Sponsors’ support and participation as a Sponsor at the NCS Annual Meeting. Sponsorship of NCS does not imply endorsement or approval by NCS of any product or service, and none shall be claimed by any Sponsor.

Sponsor shall retain ownership of its logo(s), brand(s), and any promotional materials submitted to NCS. All use of Sponsor logo(s) in accordance with this Contract are to insure Sponsor benefit. As between Sponsor and NCS, NCS Management and its licensors shall retain ownership of all other materials generated, published or displayed in connection with the Sponsorship Opportunity and all recordings thereof.

10. INDEMNIFICATION

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

11. WARRANTIES

THE SPONSOR OPPORTUNITIES ARE PROVIDED “AS IS” AND NCS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY STATEMENTS OR FORECASTS ABOUT POTENTIAL ATTENDEES, VIEWERSHIP OR DISTRIBUTION. NCS MAKES NO WARRANTIES WITH RESPECT TO THE NUMBER OF INDIVIDUALS OR ENTITIES THAT WILL PARTICIPATE IN, VIEW OR HEAR ABOUT ANY SPONSORSHIP OPPORTUNITY. Furthermore, Sponsor acknowledges and agrees that the opinions or content provided by any speaker, author or other participant in any Sponsorship Opportunity do not constitute the views or opinions of NCS or its affiliates.

12. AMENDMENTS/ INTERPRETATION

NCS reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to each affected Sponsor. Each Sponsor, 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. Sponsors which, in the sole interpretation of NCS shall be subject to disciplinary action up to and including ejection from NCS 21st Annual Meeting and refusal to participate in any future NCS events.

13. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Sponsor 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 Sponsor’s heirs, successors and assigns.

Sponsor may not assign this Contract without the prior written consent of NCS except to a subsidiary or affiliate of Sponsor.

NCS shall have the right to list Sponsor on its general (i.e., non-opportunity specific) list of advertisers/sponsors.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL NCS, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS INCLUDING SMITHBUCKLIN CORPORATION, SUBSIDIARIES AND AFFILIATES BE LIABLE TO THE SPONSOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION & CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION & CONTRACT OR FOR ANY CLAIM BY SPONSOR, 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. SPONSOR AGREES THAT NCS PARTIES' SOLE AND MAXIMUM LIABILITY TO SPONSOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE SPONSORSHIP FEE. SPONSOR AGREES TO INDEMNIFY AND DEFEND THE NCS PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE SPONSOR FOR ANY AMOUNT BEYOND THE SPONSORSHIP FEE. FURTHER, SPONSOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY NCS PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. SPONSOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.