

APPLICATION AND CONTRACT TERMS AND CONDITIONS

This Application and Contract to participate in the NCS 19th Annual Meeting ("Event") Hyatt Regency Chicago ("Facility") over October 26-29, 2021 including but not limited to move-in and move out dates ("Event Dates") shall become effective when it has been submitted by the exhibiting company and accepted by NCS. The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and 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 Application and Contract by NCS, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between NCS and exhibiting company ("Exhibitor").

1. SHOW MANAGEMENT

SmithBucklin will serve as manager of the Event's trade show ("Show"). SmithBucklin is responsible for assignment of exhibit booth space, exhibit logistics and collection of exhibitor payment. SmithBucklin acts as a liaison between exhibitors, NCS and all official show contractors. If you have any questions about your exhibit booth, contact SmithBucklin directly.

SmithBucklin
330 N. Wabash Ave.
Ste. 2000
Chicago, IL 60611 USA
Phone: 312-673-5570
Email: partners@neurocriticalcare.org

2. ELIGIBILITY CRITERIA FOR EXHIBITORS (Including Products Eligible for Exhibit Space)

NCS reserves the right to determine the eligibility of any exhibitor for inclusion in the NCS 19th Annual meeting Exhibits 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. The foregoing prohibition relates to persons, conduct, articles or merchandise, booth materials, souvenirs, catalogs and any other items, without limitation, which reflect the character of the exhibit. No cash sales are permitted at any time. If NCS Show Management is notified of sales during conference hours, the company will be immediately removed from the virtual platform, and no refunds will be given.

3. BOOTH RENTAL FEE

Standard Rate: \$4,000 per 10'x10'

All spaces are sold in 10'x10' increments.

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the "Exhibit Booth Fee."

4. ASSIGNMENT OF SPACE

For all Contracts received on or before May 31, 2021, space will be assigned June 15, 2021 via an online space selection based on priority points.

NCS priority points are awarded as follows:

- (5) Bonus points if exhibited for last (5) consecutive years (2016, 2017, 2018, 2019, 2020)
- Up to (4) points for participating in the NCS 18th Annual Meeting (NCS' First Virtual Conference – 2020)
 - » (2) points for a 10x10 booth virtual booth package
 - » (3) points for a 10x20 booth virtual booth package
 - » (4) points for a 20x20 booth virtual booth package
- Up to (6) points earned for 2020 Sponsorship Spend
 - » \$5,000 – \$9,000 = 1 point
 - » \$10,000 – \$19,000 = 2 points
 - » \$20,000 – \$39,000 = 3 points
 - » \$40,000 – \$59,000 = 4 points
 - » \$60,000 – \$89,000 = 5 points
 - » Over \$90,000 = 6 points

For all Contracts received on or after May 31, 2021 space will be assigned on a first-come, first-served basis starting the week after the online space selection is complete.

If an Exhibitor is acquired by another exhibiting company 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 also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitors should frequently review their 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 partners@neurocriticalcare.org.

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

This Contract must be accompanied by a full payment (100%) of the total Exhibit Booth Fee at the time of submission. A Contract will not be processed, nor space assigned, without the required Exhibit Booth Fee payments.

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:

NCS
P.O. Box 775263
Chicago, IL 60667-5623

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

Exhibitors are responsible for 100 percent of contracted space and cancellations will not be accepted for the NCS 19th Annual Meeting.

Cancellation of exhibit space must be directed via email to partners@neurocriticalcare.org.

For cancellations of space after contract submission, Exhibitor is responsible for, and NCS shall be entitled to retain, 100 percent of the total Exhibit Booth Fee as a cancellation fee. Should an Exhibitor cancel a portion of its space after contract submission, Exhibitor is responsible for, and NCS shall be entitled to retain, 100 percent 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 after contract submission. Should an Exhibitor cancel even partial space after contract submission, 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' cancellation of the Event pursuant to Section 7.

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7. CANCELLATION OR CHANGES TO NCS 19TH ANNUAL MEETING BY NCS

If for any reason beyond NCS' control NCS determines that the NCS 19th 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 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, setup, 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' 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 NCS 19th Annual Meeting 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 NCS 19th Annual Meeting 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 19th Annual Meeting, and Event logo are registered trademarks owned by NCS. Participation by Exhibitor in the Event does not entitle Exhibitor to use such names or logos, except that Exhibitor may reference the Event and use the Event logo with reference to Exhibitor's participation as an exhibitor at the NCS 19th Annual Meeting. Participation in the Event 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 October 26, 2021. If an exhibit is not set-up by the opening of the Exhibit Hall on October 26, 2021, 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 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 NCS' election of any rights under this Section 14.

15. EVENT HOURS

October 26, 2021; 7:30 AM – 8:30 PM CT

October 27, 2021; 6:30 AM – 8:00 PM CT

October 28, 2021; 7:00 AM – 8:15 PM CT

October 29, 2021; 8:00 AM – 2:30 PM CT

**Times subject to change*

16. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on Friday, October 29, 11:30 AM CT. No part of an exhibit shall be removed during the Show 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 5:00 PM CT, Friday, October 29. 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 per 10x10 sq. ft. of exhibit space purchased which include access to the Exhibit Hall. Exhibitor badges are for Exhibitor's full and part time employees or contractors. Exhibitor badges and Exhibitor Full Conference badges allow access to the Exhibit Hall during move-in, Show Hours and move-out.

Event attendees do not have access to the Exhibit Hall until October 26, 2021 at 5:00 PM CT. 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 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 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 16 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

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NCS, 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.

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 September 30, 2021 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. (d) Employer's liability with limits not less than \$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

NCS, SmithBucklin Corporation, GES, and the Hyatt Regency Chicago, 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:

NCS Show Management
C/O SmithBucklin
330 N. Wabash Ave
Ste. 2000
Chicago, IL 60611 USA

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 19th 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 Illinois/Cook County/Chicago 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 July. 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: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: 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 Show 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. Hyatt Regency Chicago is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available from Hyatt Regency Chicago. If you are contacted by ANY company except Hyatt Regency Chicago about hotel reservations for NCS 19th Annual Meeting, please inform Show Management at 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.

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- n. Exhibitor is permitted to provide alcoholic beverages in its booth, however details should be submitted to NCS Show Management via email to partners@neurocriticalcare.org at least 30 business days prior to the start of the Event for review and approval. 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.
- o. All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- p. Exhibitor, at NCS' sole discretion, is prohibited from taking videos and photographs of any 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 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 (10') 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 (10') in all peninsulas, modified peninsulas, split islands and island booths.
- t. 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 (10') in all peninsulas, modified peninsulas, split

islands and island booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email partners@neurocriticalcare.org.

- u. If Exhibitor occupies an Island, Split Island, Peninsula or Modified Peninsula space, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval by September 30, 2021. Floor plans should be submitted via email to partners@neurocriticalcare.org.
- v. 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 September 30, 2021.
- 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 Show 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 those hotels which are providing housing for NCS. No entertainment, meetings, tours, special events, hospitality suite functions, or other offsite events will be permitted during the NCS Annual Meeting activities unless approved by NCS. Companies who are not in accordance with the stated rules may lose their privilege of exhibiting at this and future conferences

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 Chicago Fire Prevention Division.
- 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

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of plans from the Facility, the Chicago Fire Prevention Division and from NCS. A heat producing device form to request approval from the Chicago Fire Prevention Division is included in the Exhibitor Services Manual.

- c. A complete list of all fire regulations is included in the Exhibitor Services Manual. The Chicago Fire Prevention Division 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 though must abide by the "Show Site Work Rules" found in GES' Exhibitor Services Manual. Labor services that may be required must be rendered by union personnel and can be ordered in advance through GES. 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 September 30, 2021. 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. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility 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. <Contractor Name> 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 General Services Contractor. A dock is provided for use by privately operated vehicles.

29. EXHIBITOR SERVICES MANUAL

In August, GES will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show 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 19th ANNUAL MEETING, NCS, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, 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 APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND 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.

34. PERSONAL INFORMATION CONSENT

EXHIBITOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY NCS: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT NCS; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF NCS IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN NCS' PRIVACY POLICY.

By its signature below, Exhibitor submits this Application and Contract and agrees to be bound to its terms:

EXHIBITOR:

EXHIBITOR:

By

Printed Name

By

Title

Date

Date