2022 ACMG Annual Clinical Genetics Meeting

EXHIBITOR TERMS AND CONDITIONS

The Annual Clinical Genetics Meeting is sponsored and managed by the American College of Medical Genetics and Genomics (ACMG). The purpose of the exhibition is to complement the scientific sessions by informing and educating the attendees on the latest developments, scientific advancements and services of medical genetics and genomics. Please be sure that all company personnel from your company involved in the arrangements for your exhibit have a copy of these rules and regulations. It is the responsibility of the exhibitor to see that all exhibit personnel are aware of and adhere to these rules.

Adherence to Terms/Contractual Agreement: As a condition of exhibiting, and when applying for space, the exhibitor agrees to adhere to all conditions and regulations outlined. Exhibitors or their representatives who conduct themselves in an unprofessional manner may be dismissed from the exhibition without refund or appeal. ACMG reserves the right to amend any and all rules and regulations at any time. Failure to comply with any ACMG Terms and Conditions could result in loss of Priority Points for the 2023 ACMG Annual Meeting.

Eligibility to Exhibit: ACMG reserves the right to determine acceptability of applications for exhibit space. The purpose of ACMG Annual Clinical Genetics Meeting and the accompanying exhibition is to further the education of professionals working in the field of medical genetics and genomics.

ACMG reserves the right to accept or reject at its sole discretion any application to exhibit and to determine the eligibility of any proposed exhibit. Applications and proposed exhibits will be accepted or rejected based on criteria including but not limited to the products' or services' professional or educational benefit to the attendees; exhibits must be of an educational nature or provide practical application that emphasize instruments, products or services for use in teaching, research, treatment, or diagnosis; books or other publications in scientific fields of relevance to the interest of attendees; products or services consistent with the mission, purpose, and goals of ACMG; and spatial constraints in the exhibit hall.

ACMG reserves the right, without refund, to refuse to allow the placement or maintenance in the exhibition of any exhibit that does not in good faith substantially conform to the company description submitted for publication or which contains unrelated material(s). ACMG reserves the right to refuse applications of concerns not meeting standards required or expected. ACMG also reserves the right to close exhibits or parts of exhibits that reflect unfavorably on the character of the meeting. This applies to displays, literature, advertising novelties, souvenirs, conduct and attire of persons, etc.

Space Assignments and Payment Terms: For applications received by December 3, 2021, space assignments will be made based on a Priority Point system; for applications received after that date, space assignments will be made on a first-come first-assigned basis to the space remaining, if any. ACMG reserves the right to make alterations and adjustments to the floor plan. All exhibitors who reserve space are required to submit a 50% deposit of the booth space fee. Once assigned space, exhibitors will be invoiced for the balance due. Late fees will apply after February 1, 2022. Full booth payment must accompany applications submitted after January 14, 2022.

Cancellations and Reduction of Booth Space, Sponsorships, Advertising or Exhibit Theaters: Notification of cancellation or reduction of booth space, sponsorship/ advertising, Exhibit Theater, Exhibit Hall Meeting Room, etc., must be submitted in writing. Deadline dates are outlined in the Exhibitor Prospectus. There will be no refund for exhibitors who for any reason do not exhibit and have not submitted a written cancellation request prior to stated deadlines. Any space not claimed and occupied for which no special arrangements have been made prior to the exhibition opening may be resold or reassigned by ACMG without obligation on the part of ACMG for any refund whatsoever and will be charged an additional lounge fee of \$500. Sponsorship or advertising commitments that are cancelled prior to the meeting are subject to a 50% non-refundable fee of the total sponsorship amount. Confirmed Exhibit Theater presentations that are cancelled prior to the meeting are subject to a 50% non-refundable fee of the total Exhibit Theater fee.

Installation and Dismantle: Installation and Dismantle dates and hours are outlined in the Exhibit Prospectus, online at www.acmgmeeting.net and the Exhibitor Service Kit. All exhibits must be fully operational one hour prior to opening. Exhibitors are prohibited from dismantling booths prior to official close of exhibit hours and exhibitors engaging in such activity will lose

Priority Points toward the following year's booth assignment. Tear down and removal of exhibits shall begin promptly after the close of exhibits.

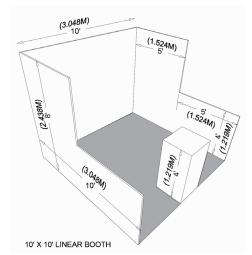
Exhibit Conduct:

- a. No Exhibitor shall hold any social event, hospitality suite, meeting or demonstration to which attendees are invited that are in conflict with the official Annual Meeting schedule. In addition, any such activities may not take place outside the official Annual Meeting schedule without the express written permission of ACMG. A form to request an ancillary or in conjunction with event will be provided at www.acmgmeeting.net and in the Exhibitor Service Kit.
- b. Distribution of promotional or educational materials may be conducted and circulated only within the booth assigned to the exhibitor.
- e. Aisles may not be obstructed at any time because of excessive crowding in the exhibit booth.
- f. No exhibitor may sublet, assign or share exhibit space.
- g. All exhibitors are required to comply with federal and state regulations concerning the screening, handling and disposal of infectious medical waste, ADA compliance and FDA, AdvaMed and PhRMA Code regulations and guidelines.
- h. Noise from electrical or mechanical apparatus or presentations within the booth must not interfere with other exhibitors. ACMG reserves the right to determine at what point sound constitutes interference with others.
- i. Order taking is permitted when conducted in a professional manner.
- j. The ACMG Annual Clinical Genetics Meeting is designated as a non-smoking activity.
- k. No copyrighted music may be utilized in the exhibition area in any fashion without obtaining the appropriate licensing. The exhibitor agrees to indemnify, defend and hold harmless ACMG from any and all liability whatsoever for any infringement or violation arising from the use of copyrighted music or material.
- I. No one under 16 years of age will be allowed in the Exhibit Hall unless accompanied by an adult and will not be allowed admittance during set-up and dismantle.

Booth Design and Arrangement: Exhibitors must show good judgment and consideration for neighboring exhibits. Detailed Exhibit Guidelines for Display are available for download in the Exhibitor Service Center at www.acmgmeeting.net.

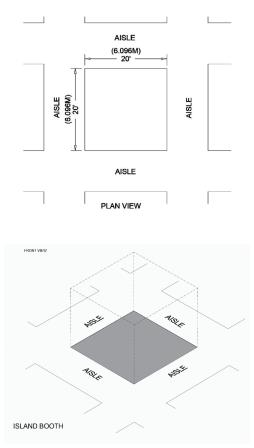
• Linear or In-line Booths: Linear or in-line booths are 10' × 10' units or multiples thereof) are arranged in a straight line. The back wall of any

construction in a linear booth shall not exceed 8' in height including signage. All display material is restricted to a maximum height of 4' in the front half or the front 5' of the booth and a maximum of 8' in the rear half or the rear 5' of the booth. Side dividers will be 36" high.



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Island Booths: Island booths are any size booth exposed to aisles on all four sides and is 20' × 20' or larger. While the entire cubic content of the space may be used up to the maximum allowable height, which is 20 feet, the visual disadvantage created by a neighboring island should be no greater than that which would be caused by an in-line or linear booth. Rigging of booth signs and banners must be installed and removed by the facility's exclusive rigging supplier and may not be physically attached to any part of the facility or to any of the furnishings or fixtures of the facility without approval.



Hanging Signs: Hanging signs are not permitted over linear/inline booths or any booth smaller than 400 sq. ft.

Any unfinished walls in booths are subject to review by Exhibit Management. Should Exhibit Management deem the backside of the booth "unsightly" and/ or does not conform to the overall quality of the show, the exhibitor may be required to drape the backside of the booth at the exhibitor's expense.

The exhibit hall in the Music City Center is NOT carpeted. All booths must be carpeted at the expense of the exhibiting company. Carpet may be supplied either by the exhibitor or ordered through the General Service Contractor. The main aisles of the exhibit hall will be carpeted. No signs or parts of exhibits or any other exhibit materials may be suspended from or attached to the ceiling (unless approved as noted above) or taped, posted, nailed, screwed or in any way attached to the walls, columns, drapes, floor or any other facility surface. All displays and decorations must be fireproof.

Exhibitors are responsible for compliance with the Americans with Disabilities Act (ADA) within their booth and assigned space.

Giveaways/Raffles and Drawings: Giveaways, contests and raffles will be permitted only upon approval. Only those exhibitors who receive approval for these requests will be permitted to hold raffles and/or distribute promotional products or other non-product items at the ACMG Annual Meeting. A form will be included in the Exhibitor Service Kit to facilitate requests. ACMG requests compliance with all applicable industry, state and federal regulatory and governmental agency (AMA, PhRMA, OIG, FDA, FCC, FTC, AdvaMed, etc.) guidelines on giveaways to physicians and health professionals when planning their promotional items — or refer to your internal Compliance Officer for guidelines. Acceptable give-aways should primarily entail a benefit to patients, be related to the physician or healthcare provider's work, and should not be of substantial value.

Food and Beverage: Exhibitors may serve or dispense food or beverages on the exhibit floor. All food and beverage served in the exhibit hall must be provided by the convention caterer — a "Booth Catering" form will be located in the Exhibitor Service Kit.

Storage: Nothing may be stored behind booths or back wall drapes. All exhibits are subject to inspection by ACMG and the Fire Marshall during setup and throughout the show to ensure that these areas are kept free of materials. Adherence to all fire and safety regulations is mandatory.

Exhibitor Appointed Contractors: An exhibitor choosing to use the services other than those provided through the official service contractors must notify ACMG in writing at least 30 days prior to the opening of the exhibits. A form for notification and insurance certification will be in the Exhibitor Service Kit.

FDA Approval/Clearance: Exhibitors shall comply with all applicable U.S. Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and pre-approved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses. Any product whose pre-market approval or clearance is pending, any product not FDA-approved for a particular use or any product not commercially available in the U.S. may be exhibited only if accompanied by easily visible signs indicating the status of the product. Requests for further information or guidance should be directed to the FDA.

Photography/Videotaping: Requests for videotaping and photographing in the Exhibit Hall are to be provided by the official ACMG photographer. Please see the "Photography" order form in the Exhibitor Service Kit for the arrangements of photography. Exhibitors requesting to use an outside vendor to photograph, film or videotape any activities in their booth must receive written permission from ACMG, no later than February 22, 2022.

Use of ACMG Name and Logo: The use of the ACMG logo on displays, signs, giveaways, promotional literature or other materials is prohibited. The use of the acronym "ACMG," reference to the meeting as the Annual Clinical Genetics Meeting, or to the College as the American College of Medical Genetics and Genomics may be used in promotional materials only with the express written approval of ACMG. All design concepts and promotional materials should be sent to ACMG Exhibits Management for review and approval prior to printing.

Insurance: Exhibitors understand that neither ACMG nor the Music City Center or Service Contractors maintain insurance covering the exhibitors' property. Exhibitors must obtain and maintain, throughout the duration of the ACMG Annual Meeting—including setup and dismantle, comprehensive general liability insurance coverage listing the American College of Medical Genetics and Genomics and the Music City Center as additional insured bearing limits of liability for property damage and bodily injury of at least \$1,000,000.00 per occurrence. Exhibitor shall provide ACMG with certificates evidencing the required coverage before the Annual Meeting. ACMG will provide information in the Exhibitor Service Kit for exhibitors to purchase insurance to cover their activities during the ACMG Annual Meeting.

Liability and Indemnification: Exhibitors must surrender the space occupied in the same condition as received. Exhibitors are required to strictly comply with all terms of their agreement as contained in the Exhibit Prospectus, the Exhibitor Service Kit, the Exhibit Space Application/Contract, and exhibitor correspondence as well as all applicable terms and conditions contained in the agreement between ACMG and the Convention Center. The Exhibitor is responsible and accountable for the actions of its staff and any appointed contractor or vendor. Exhibitor shall not allow any children in the exhibit hall during installation or dismantle.

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Exhibitor agrees that it will indemnify and hold and save ACMG and their respective officers, directors, members, employees and agents, whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or averted against ACMG on account of injury or damage to person or property to the extent that any such damage or injury may be in-cident to, arise out of, or be caused by the exhibitor, including without limitation the claim of any agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Exhibitor, the claims of anyone attending the exhibit, and the claims of any other person for damages for bodily injury, sickness, or death and claims for damages to the property of such person. Such indemnification of ACMG by Exhibitor shall be effective unless such damage or injury may result from the sole negligence, gross negligence or willful misconduct of ACMG. Exhibitor covenants and agrees that in case ACMG shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the Premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon ACMG by virtue of any such litigation.

Property Damage: Neither ACMG nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and ACMG and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the exposition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of ACMG and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property: Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the exhibitor's space. Exhibitor shall indemnify, defend and hold harmless ACMG, the City and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

Security: ACMG provides security of the periphery of the exhibition hall on a twenty-four hour basis beginning at the start of move-in and continuing through the exhibition closing. This is not and should not be interpreted as a guarantee or indemnification against loss or theft of any kind. Exhibitors must make provisions for safeguarding their materials, equipment and displays at all times, and the provision of perimeter security shall not be construed to be any assumption of obligation nor duty with respect to the protection of the property of Exhibitors, which shall be the sole responsibility of each Exhibitor. For added protection, ACMG requires each Exhibitor to obtain insurance on booth material, equipment and personnel as outlined above. Security service for individual booth spaces will be available to exhibitors at their own expense. Information will be provided in the Exhibitor Service Kit. **Proof of Vaccination:** The 2022 ACMG Annual Clinical Genetics Meeting is being planned as in-person event with a digital component. In an effort to protect the health of ACMG meeting participants, ACMG staff, convention vendors and facility staff, all meeting attendees and exhibitors participating in person will be required to provide proof that they are fully vaccinated against COVID-19. Additionally, a liability waiver and assumption of risk must be agreed to during the registration process.

ACMG will provide registered attendees and exhibitor personnel with access to a private and secure platform to upload vaccination status. Attendees and exhibitors will be required to show their proof of vaccination when checking in to the meeting. Registrants unable to provide valid proof of vaccination may purchase the remote registration option to access the event virtually. Exhibit companies should plan booth staffing with only vaccinated personnel.

Cancellation of the ACMG Annual Clinical Genetics Meeting: It is mutually agreed that in the event the Annual Clinical Genetics Meeting is cancelled for any of the reasons noted below, that ACMG shall determine an equitable basis for the refund of such portion of the exhibit, sponsorship or advertising fees as is possible, after due consideration of expenditures and commitments already made.

Cancellation of the meeting may occur due to or including but not limited to acts of God, war, strikes, government regulation or advisory (including but not limited to Federal, state, local or municipal), Executive Orders, directives or guidance issued by the Center for Disease Control and Prevention, National Institute of Health or World Health Organization, National or State declarations of emergency, quarantines and/or curfews, shelter in place order, civil disturbance, terrorism or threats of terrorism in the surrounding city where the Event is held as substantiated by governmental warnings or advisory notices, curtailment of transportation, epidemics or pandemics, disaster, fire, earthquakes, hurricanes, unseasonable extreme inclement weather, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts (in the city where the Hotel is located) or any other comparable conditions or circumstances occur either in the location of the Event or in the countries/states of origin, travel advisory warnings by the government, a cancellation or restriction in travel by Attendees to or from their place of residency or domicile, substantial disruption to or reduction of commercial air transportation preventing or prohibiting of at least twenty percent (20%) of the Attendees from attending or arriving for the Event, making it inadvisable, commercially impracticable, illegal, or impossible to hold the meeting and exhibition.