

Rules & Regulations

SOCIETY OF SURGICAL ONCOLOGY GENERAL RULES AND REGULATIONS

These rules and regulations are a bona fide part of the contract for exhibit space with the Society of Surgical Oncology (SSO) and SPARGO, Inc. (SPARGO) hereinafter referred to as Show Management. Show Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and well being of the Show. Each Exhibitor, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by Show Management. Show Management reserves the right to decline, prohibit, deny access or remove any exhibit which in its sole judgment is contrary to the character, objectives, and best interests of the Show or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. Show Management reserves the right to refuse applications of any Exhibitor for any reason, as well as the right to curtail exhibits or parts of exhibits. Show Management's decision and interpretation shall be accepted as final in all cases.

PAYMENT OF SPACE

Deposit of 50% due May 23, 2018 for applications submitted prior to May 23, 2018. Applications submitted between May 23, 2018 - November 27, 2018, must be accompanied by a 50% deposit of the total booth cost. Full payment is due with applications submitted after November 27, 2018. (Payable in U.S. Funds and drawn on a U.S. Bank).

CANCELLATION AND REFUNDS

All cancellations of booth space must be received in writing by Show Management. If space is reduced, the net reduction of space will be treated as a cancellation of that space. If Show Management receives a written request for cancellation of space through May 22, 2018 the Exhibitor will incur a 0% cancellation penalty. Exhibitors submitting written requests for cancellation of space May 23, 2018 through November 27, 2018 will incur a 50% cancellation penalty and the Exhibitor will be eligible for a full refund minus 50% of the total booth cost. Any cancellations received in writing after November 27, 2018 will incur a 100% cancellation penalty and the exhibitor will be issued no refund of any monies received by SSO for said cancelled space. Failure to make payments does not release the contracted or financial obligation(s) of the exhibitor. It is expressly agreed by the Exhibitor that, upon failure to pay the space rental charge at the times specified, or failure to comply with any other provisions contained in these rules and regulations concerning his use of exhibit space, Show Management shall have the right to reassign the confirmed booth location shown or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the Exhibitor, as set forth in the previous sentence, the Exhibitor shall forfeit as liquidated damages the amount paid by him for his space reservation, regardless of whether or not Show Management enters into a further lease for the space involved. In case the exhibition shall not be held for any reason whatsoever, then and thereupon, the rental and lease of space to the Exhibitor shall be terminated. In such case the limit claim for damage and/or compensation by the Exhibitor shall be the return to the Exhibitor of the pro rata amount already paid for space for this specific event.

SPACE RENTAL AND ASSIGNMENT OF LOCATION

Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the Exhibitor. **SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXHIBITION.**

ALCOHOLIC BEVERAGES

Exhibitors may not serve alcoholic beverages in the exhibit hall except with the written permission of Show Management.

AMERICANS WITH DISABILITIES ACT

Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless Show Management and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

ARRANGEMENT OF EXHIBITS

Each Exhibitor is provided an Official Exhibitor Service Manual. The Exhibitor Service Manual describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Service Manual. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Service Manual guidelines, or the provisions set forth therein, such exhibit will be prohibited from functioning at any time during the exhibition. Exhibits not conforming may be dismantled or modified, at cost to the Exhibitor, at the sole judgment and discretion of Show Management. Booth decorations are to be professional, standard booth design. No gimmicks or attention-getting decorations are permitted. Nothing may be taped, posted, nailed, screwed or otherwise attached to columns, walls, drape, floor or any interior or exterior surface of the center. Exhibits are not permitted to span an aisle by ceiling or floor covering. Signs, parts of exhibits, supplemental lighting or any other exhibit material suspended from or attached to the ceiling of the exhibit hall must be approved by Show Management. Exposed or unfinished sides and/or backs of exhibits and displays must be draped or finished so as to present an attractive appearance when viewed from aisles or adjoining exhibits. All exhibits will be inspected during set-up and, at the direction of the Show Management the decorator will install draping at the Exhibitor's expense to any part of the exhibit deemed objectionable by other Exhibitors or Show Management.

ATTORNEYS' FEES

Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement, or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

BOOTH REPRESENTATIVES

Booth representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Exhibitor badges are not to be issued to registrants who should pay the registration fee or to representatives of leasing companies, financial institutions, suppliers, vendors or others who wish to gain admittance for the purpose of making contacts.

CONTESTS, DRAWINGS AND LOTTERIES

All unusual promotional activities must be approved in writing by Show Management no later than sixty (60) days prior to the opening of the exhibition.

CONTROVERSIAL PROCEDURES

Diagnostic and therapeutic modalities advocated by Exhibitors should be in compliance with the standards of practice endorsed by the Executive Council of the Society of Surgical Oncology. Should a potential Exhibitor have a question in this regard, that Exhibitor should contact Show Management before the meeting opens.

COPYRIGHT LICENSING

Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless Show Management, and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

DIRECT SALES

Only those products listed on the exhibit application may be exhibited. Additional products for display must have Show Management approval prior to the exhibition. Orders for merchandise may be taken for a delivery and payment date scheduled after the exhibition. Exhibitors may not accept cash, checks or credit cards on the exhibit floor. Exhibitors are responsible for collection of any and all taxes required by the state, county and city governments.

EXHIBITOR REPRESENTATIVES RESPONSIBILITY

Neither the conference/exhibition sponsor, nor its show management company or other agents or representatives, or their shareholders, officers, directors, employees or contractors shall be responsible for any injury, loss, or damage that may occur to exhibitor or to exhibitor's agents, employees, affiliated personnel, officers, directors, shareholders, contractors or representatives or any of their property, businesses, or other activities from any cause whatsoever, prior to, during or subsequent to the conference or exposition event. By signing this Agreement, exhibitor expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the conference/exhibition sponsor, its show management company and other agents and representatives, and their shareholders, officers, directors, employees and contractors, from and against all claims and liabilities arising out of, or in any way related to, the acts or negligence of exhibitor, exhibitor's agents, employees or representatives.

EXHIBITOR PLAN REVIEW

Booth construction plans and layout arrangements for first-time Exhibitors, exhibits in peninsula or island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exhibition.

EXHIBITS & PUBLIC POLICY

Each Exhibitor is charged with knowledge of all state, county, and city laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exhibition. Compliance with such laws is mandatory for all Exhibitors and the sole responsibility is that of the Exhibitor. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars,

doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the Exhibitor. The Exhibitor must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted. Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Exhibitor's space, materials and operation is concerned. Should an Exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management will endeavor to answer them. Exhibitors must comply with city and state fire regulations. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. If inspection indicates any Exhibitor has neglected to comply with these regulations, or otherwise incurs fire hazard, the right is reserved to cancel all or such part of his exhibit as may be irregular, and effect the removal of same at Exhibitor's expense. If unusual equipment or machinery is to be installed, or if appliances that might come under fire codes are to be used, the Exhibitor should communicate with Show Management for information concerning facilities or regulations. Cylinders containing oxygen, compressed air or other medical gas must be secured by strap, stand or cart in an upright position to prevent tip-over. X-ray equipment may be displayed but not operated. Combustible materials used in the exhibit hall must be flameproof in accordance with the City Fire Department Codes. Use or storage of flammable liquids, gasses or solids is strictly prohibited.

FDA REGULATIONS

Exhibitors shall comply with all applicable Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and preapproved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses.

FOOD PRODUCTS

Food products may not be distributed unless they are the products being promoted at the exhibit or they are used to demonstrate the company's product(s). Food products must be approved by the exhibit hall food and beverage department (special fees may apply) and Show Management. Food must be wrapped or in a container and not cause litter in the exhibit area. Exhibitors are responsible for keeping their booths litter free.

GIVEAWAYS

The American Medical Association has adopted guidelines governing gifts to physicians from industry. These guidelines have been endorsed by Show Management and other medical organizations and by the Pharmaceutical Manufacturers Association. Novelty gifts or souvenirs not manufactured by the exhibiting company must be submitted to Show Management for review. These premiums should be items that can be used during the meeting or in the professional activities of the attendee. The "Notification of Intent to Distribute Premium or Novelty Items" form will be included in your Exhibitor Service Manual and must be returned to Show Management for approval by February 22, 2019. Show Management may withhold or withdraw permission to distribute souvenirs, advertising, or other material it considers objectionable. Exhibitors may not distribute unofficial badges or company nameplates. No helium balloons may be used as booth decoration or inflated to distribute to visitors. All Exhibitors distributing approved "stick-

ons" may not place the "stick-ons" on the attendees' badges.

INDEMNIFICATION

Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses and judgments recovered from or asserted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the Premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the Premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the gross negligence or willful misconduct of Show Management, as the case may be.

INSTALLATION AND REMOVAL

Show Management reserves the right to fix the time for the installation of a booth prior to the Show opening and for its removal after the conclusion of the Show. Any space not claimed and occupied by three (3) hours prior to the published Show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exhibition. If Exhibitor is late in removing its exhibit, and causes Show Management to incur overtime or other costs, then Exhibitor will be responsible for those costs. Exhibits must be staffed during all Show hours and may not, to any extent, be dismantled before the Show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

ISLAND BOOTHS

An island booth is exhibit space with aisles on all four sides. Full use of the space is permitted, but the design of the booth must allow for see-through visibility and accessibility from all four aisles. No drapery is provided for island booths. Island booth displays (including decorations) may not exceed 16' in height unless approved by Show Management. An Exhibitor whose booth is adjacent to island booths should expect the same reasonable sight line from the aisle as they would expect as if they were adjacent to an Exhibitor with a standard booth.

EXHIBITOR INSURANCE

The exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the SSO, SPARGO, San Diego Convention Center, and Freeman as an additional insured. During the term hereof, the exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws,

covering all of exhibitor's employees engaged in the performance of any work for exhibitor. All property of the exhibitor is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to SPARGO or its agent or representative within three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

LITERATURE DISTRIBUTION

All demonstrations or other activities must be confined to the limits of the Exhibitor's booth. Distribution of circulars may be made only within the space assigned to the Exhibitor distributing such materials. No advertising circulars, catalogs, folders or devices shall be distributed by Exhibitors in the aisles, meeting rooms, registration areas, lounges or grounds of the host facility unless approved by Show Management. Trade publishers are prohibited from soliciting advertising during the Show. Trade publications may be distributed from their booth, but automatic distribution is prohibited unless approved by Show Management. Distribution of Exhibitor materials is not permitted to attendee sleeping room doors, meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space unless approved and coordinated by Show Management.

LIVE ANIMALS

Live animals are prohibited.

OPERATION OF EXHIBITS

Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exhibition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exhibition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. The use of celebrity spokespersons, magicians, fortune-tellers, dancers, mimes, puppet shows, other entertainment or special promotional activities is prohibited unless Exhibitor has written permission from Show Management.

OTHER REGULATIONS

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **THE SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**

PHOTOGRAPHY

An exhibit booth may not be photographed or videotaped without the permission of the legitimate occupants of that booth. This prohibition extends to the members of the medical or lay press. Show Management may take photographs and may freely use these in any media for Show Management purposes.

PROPERTY DAMAGE

None of Show Management 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 Show Management 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 exhibition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

SIGNAGE

Signs for Show Management approved sponsored functions are permitted but limited to two (2) per hotel and must have prior written approval from Show Management. Signage for product or activity promotion is not permitted outside the space contracted unless specifically authorized by Show Management.

SOCIAL ACTIVITIES

Any social function or special event planned by an exhibiting company to take place during the meeting dates must be pre-approved by Show Management. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exhibition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management. Social and hospitality functions should be handled on an invitation only basis. Host companies must make it clear to their guests that the event is not an official SSO function. Host companies agree to assume all liability, arising out of or in conjunction with such functions and agree to indemnify Show Management against any and all liability and claims and demands arising out of or in connection with the foregoing undertakings and responsibilities of the Exhibitor. Hospitality functions within the hotel may only be advertised via the hotel activities board and must be cleared through the hotel management. No lobby signs are permitted.

SOUND

Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent Exhibitors and their patrons, nor cause the aisles to be blocked. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

STANDARD BOOTHS

All linear booths are 100 sq ft (10' x 10') unless otherwise noted. Booths have a back wall drape that is 8' high, with sidewall drapes that are 36" high. Total height of exhibits (including decorations) may not exceed 8'3" in height. All display fixtures over 4' in height and placed within 10 lineal feet of an adjoining exhibit must be confined to that area of the Exhibitor's space that is at least 5' from the aisle line. No solid exhibit construction may exceed 42" in height, except in the rear one-half of the booth. The intent of the height and depth restrictions is that each Exhibitor is

entitled to a reasonable sight line from the aisle regardless of the size of exhibit.

STORAGE OF PACKING CRATES AND BOXES

Unattended freight in any display space as of one hour prior to Show opening will be removed and stored at the Exhibitor's sole risk and expense. Exhibitors will not be permitted to store packing crates and boxes in their booths during the exhibit period; but these, when properly marked, will be stored and returned to the booth by service contractors. It is the Exhibitor's responsibility to mark and identify his crates and boxes. Crates and boxes not properly marked or identified may be destroyed. Show Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates, boxes and exhibit material outside the building. Every effort will be made to protect the crates from the elements, but none of Show Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the Exhibitor after the Show will be removed at the Exhibitor's expense. Exhibitors will be billed by the service contractor for removal time and materials at prevailing rates. Neither Show Management, the service contractor, nor the exhibit facility shall assume any liability whatsoever for 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 Show Management, 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.

USE OF INDEPENDENT CONTRACTORS

Exhibitors who plan to use the services of anyone other than the official service contractor must notify the Show Management at least thirty (30) days in advance of show dates by completing the "Request for Use of Exhibitor- Appointed Contractor" form included in your Exhibitor Service Manual. This includes exhibit designers and builders, audiovisual and computer suppliers, florists, security firms, photographers, etc. Independent contractors must perform all services in a professional manner in accordance with the exhibition rules and regulations, not engage in solicitation of business on the exhibit floor for present or future conventions, the Exhibitor appointed contractor must have all licenses, permits or bonding required by the federal, state, county or municipal governments and the Convention Center or Hotel management prior to commencing work, and shall provide Show Management with evidence of compliance, provide an original Certificate of Insurance to Show Management two (2) weeks prior to the show dates. The insurance certificate must prove the policy will be in effect during the published installation and dismantling dates. Comprehensive general liability insurance against claims for bodily injury or death and property damage of not less than \$1,000,000 for each occurrence and an active worker's compensation insurance policy covering all permanent employees and temporary labor hired to perform work on this event are required, order decorator labor in advance, either with the official service contractor or directly from the union or from Exhibitor appointed contractor.

USE OF SPACE, SUBLETTING OF SPACE

No Exhibitor shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors or agents in the Exhibitor's display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business. No firm or organization not assigned exhibit space will be permitted to solicit business within the Exhibit Areas.

WAIVER

Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of such rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on any future occasion.