

EXHIBIT TERMS AND CONDITIONS

These Exhibit Terms and Conditions are a part of the Exhibit Space Application (the "Application"), and upon acceptance by the American Society of Plastic Surgeons (ASPS) as set forth below, shall become an integral and binding part of the contract between Exhibitor (as identified in the Application) and ASPS. Any and all references to ASPS shall refer to ASPS or its applicable affiliate hosting or sponsoring the Meeting.

In submitting this Application, Exhibitor agrees to subscribe to all requirements, restrictions and any other directives issued by ASPS in connection with the event for which Exhibitor is registering as identified in the Application (the "Meeting"). This includes, but is not limited to, information contained in the Exhibits and Corporate Development Prospectus, Advertising and Booth Marketing Opportunities, Booth Construction Guidelines, Rules and Regulations and the Official Confirmation Letter of Exhibit Space.

1. Application Approval.

An Application is considered approved and accepted by ASPS when Exhibitor receives the Official Confirmation Letter of Exhibit Space. Until such time, ASPS reserves the right to determine the eligibility of all exhibit space applicants, and may deny an Application for any or no reason. If an exhibitor has not previously exhibited at an ASPS meeting, or has not exhibited within the past three (3) years, current product literature and website address must be enclosed with the Application. Applications deemed ineligible or denied by ASPS will be returned with a complete refund.

2. Application for Exhibit Space

The Application must be completed by the deadline identified on the Meeting website; however, late submissions may be accepted in ASPS's sole discretion if exhibit space remains unsold. Late fees may apply.

3. Exhibit Eligibility

All products and services to be exhibited or intended for sale must be (i) identified by name and registration/approval status in the Application, and (ii) directly related to the practice and advancement of the art and sciences of plastic surgery and the professional education of the members of ASPS. Evidence of regulatory approval, exempt status, registration status and/or intent to display with appropriate disclosure for all products identified in the Application must be presented to ASPS upon request at any time. Failure to produce any such documentation upon request is grounds for immediate denial of an Application.

Exhibits for purposes other than product promotion or demonstration (e.g. patient education, therapeutic sciences, etc.) will be approved in ASPS's sole discretion, and may be denied for any or no reason.

Applications from exhibitors that have outstanding balances due ASPS, its contractors or vendors will not be processed without full payment of delinquent accounts.

4. Exhibitor's Representatives

The official primary exhibit contact listed on the Application shall act on behalf of the exhibiting company in all interactions with ASPS, and to the extent applicable, negotiations with the same.

5. Assignment of Booth Space

For approved Applications, booth space assignment/selection shall take place in such manner and at such time as outlined on the Meeting website and/or in Exhibitor's Official Confirmation Letter of Exhibit Space. Space selection processes may be subject to priority points system, and/or priority selection rights for Meeting sponsors granted by ASPS, in its sole discretion.

Notwithstanding assignment of selection of booth space, ASPS reserves the right to rearrange the floor plan at any time. ASPS reserves the right to relocate exhibitors should it become necessary for causes beyond the control of ASPS, or advisable in the best judgment of ASPS. After assignment of space, exhibitor agrees to accept relocation to other comparable exhibit space if ASPS deems such a relocation to be necessary or appropriate.

6. Exhibit Space Payment Schedule

All payments must be made in such amounts and by the deadlines identified on the Meeting website. All checks must be payable to ASPS in U.S. funds. Failure to make all payments by the noted timeline is grounds for termination the contract between ASPS and Exhibitor. Early and late rental fees may apply.

7. Cancellation Policy

All cancellations must be in writing to the ASPS Executive Office. Booth space reduction requests may be granted in ASPS's sole discretion. Refunds (if any) for amounts paid by an Exhibitor will be determined on a sliding scale based upon proximity to the Meeting and the date ASPS's received written notice of cancellation or reduction of space request.

Failure to notify ASPS of intent to cancel may result in exhibitor being denied participation at future ASPS meetings. Space not claimed and occupied prior to the start of the Meeting for which no special arrangements have been made with ASPS may be resold or reassigned by ASPS without obligation on the part of ASPS for any refund whatsoever.

ASPS reserves the right to cancel the Meeting at any time. In the event the Meeting is entirely or partially canceled or postponed other than due to a Force Majeure event, Exhibitor's sole and exclusive remedy with respect to any damages sustained by Exhibitor as a result of such non-occurrence or postponement shall be a refund from ASPS of all deposits (or payment in full) made by Exhibitor at the time of such cancellation or postponement.

Exhibitor acknowledges and agrees that ASPS performance under the contract is subject to and shall be excused due to one or more Force Majeure events (as defined herein) directly or indirectly impacting ASPS/PSF or the Meeting. A Force Majeure

is defined as a circumstance or occurrence beyond ASPS's/PSF's control which makes it inadvisable, illegal, commercially impracticable or impossible for the Meeting to take place as planned, including, without limitation: (i) acts of God, (ii) disasters (including, but not limited to, fire, flood, severe weather and earthquake), (iii) war, (iv) civil disorder, (v) suspected or actual terrorism in or near the borders of the continental United States, (vi) government regulation (including, but not limited to, declared states of emergency), (vii) national or international public health authorities' (including, without limitation, the Centers for Disease Control or the World Health Organization) declaration of public health emergencies, communicable disease, epidemic or pandemic advisories or alerts, (viii) strikes or work stoppages, (ix) curtailment of transportation services (including, without limitation, travel bans and advisories), (x) public or private policies which restrict or prohibit participants of the Meeting from traveling to or attending the Meeting. ASPS shall promptly provide notice (which may be sent via e-mail) of a cancellation due to the existence of one or more Force Majeure events, and Exhibitor agrees that ASPS shall have no liability whatsoever to Exhibitor as a result of such cancellation or ASPS's partial or nonperformance due to such Force Majeure event.

8. Insurance

Exhibitor agrees to secure and maintain, at its own expense, insurance in accordance with the Insurance and Liability Addendum attached to and made apart of the Application. Exhibitor acknowledges that ASPS is not obligated to maintain any insurance covering exhibitor.

9. Outside Service Firms

Exhibitor understands and agrees that it is the exhibitor's responsibility to advise any outside service firms of all ASPS rules and regulations and will insure that the firm complies with all such rules, regulations, terms and conditions.

10. Exhibitor Rules and Regulations

Exhibitor understands and agrees that the Rules and Regulations are an integral and binding part of the Application. The Rules and Regulations can be located in the Official Confirmation of Exhibit Space, all of which can be found in the Exhibitor Service Manual accessible per Section 11 below. Any violation of the foregoing will result in penalties, which may include written violation notice, deduction of priority points, termination of the contract with ASPS and exclusion or expulsion from the Exhibit Hall. Exhibitor further acknowledges and agrees that the certain public health and safety procedures will be in effect for the Meeting. ASPS will communicate those to all Exhibitors within a reasonable time of their enactment prior to the Meeting (or sooner in the event a change in policy is precipitated by a change in law or local authority). Such public health and safety procedures as adopted by ASPS shall be deemed to be a part of the Rules and Regulations, a breach of which is grounds for termination under Section 12 below."

11. Exhibitor Service Manual

Exhibiting companies will receive their company password via mail to access the Exhibitor Service Manual once space is assigned as part of the Official Confirmation Letter of Exhibit Space.

12. Termination. In the event ASPS becomes aware of a breach or intended breach of the contract between Exhibitor and ASPS, or that covenants and representations made in the Application were untruthful or incorrect, ASPS may terminate the contract with Exhibitor and Exhibitor shall be prohibited from exhibiting at the Meeting. Exhibitor acknowledges and agrees that its sole and exclusive remedy with respect to any damages sustained by Exhibitor as a result of such cancellation shall be a refund by ASPS of monies paid by Exhibitor on account of the exhibit space.

13. Communications

Direct all communications concerning exhibits to ASPS, via their main contact:

Trinh Le
Corporate Development and Exhibits Manager
Phone: 847-228-3375
Email: tle@plasticsurgery.org

Payments will be accepted via credit card in the online Application form. Any payments made via check should be made payable to the American Society of Plastic Surgeons and addressed as follows:

American Society of Plastic Surgeons
Attn: ASPS Exhibits
PO Box 4008
Carol Stream, IL 60122-4008