

EXHIBIT TERMS AND CONDITIONS

These Exhibit Terms and Conditions are a part of the Exhibit Space Contract (the "Contract") and is 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.

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 Contract (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.

For the avoidance of doubt, the effectiveness of the Contract does not entitle Exhibitor to Exhibit Space. All Exhibit Space assignments and acceptance of all applications shall be in ASPS's sole discretion and in accordance with these Terms and Conditions

1. Application Approval.

Notwithstanding the effectiveness of the Contract, 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. All decisions regarding eligibility or acceptance of an application by ASPS are final. If an exhibitor has not previously exhibited at an ASPS meeting or has not exhibited within the past three (3) years, additional company information will be required prior to approval. 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 to ASPS, its contractors or vendors, will not be processed without full payment of delinquent accounts.

4. Assignment of Booth Space

For approved applications, Exhibit Space assignment/selection shall take place in such manner and at such times 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 Exhibit 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 deemed 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.

5. Exhibit Space Payment Schedule

All payments must be made in U.S. funds and in such amounts 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, including release of any Exhibit Space which may have been assigned/selected. Early and late rental fees may apply.

6. Cancellation by Exhibitor

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. Cancellation notice received on or before June 13, 2025 will result in a 100% refund (less a \$550 handling fee). Cancellation notice received on June 14 – July 1, 2025 will result in a 50% refund. No refunds will be granted starting July 2, 2025.

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 or the Meeting. A Force Majeure is defined as a circumstance or occurrence beyond ASPS'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 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.

7. Insurance

Exhibitors acknowledge that none of ASPS, its exhibition vendor Freeman Co. nor the Meeting venue shall be obligated to maintain property, liability or business interruption insurance covering any exhibitor, and that it is the sole responsibility of the Exhibitor to obtain such insurance. Exhibitor shall secure and maintain through exhibitor's move-out date/time, at the Exhibitors' expense, commercial general liability insurance, written on an occurrence basis, issued

by an insurance company authorized to transact business in the state in which the Meeting takes place, including contractual liability coverage, naming Exhibitor, as insured and naming ASPS, Freeman Co. and the Meeting Venue as Additional Insured, in at least the insurance coverages and at (A) The limit of such insurance shall be not less than \$1,000,000 per occurrence, \$3,000,000 per general aggregate.

(B) The policy shall provide that it shall not be canceled without thirty (30) days prior written notice to ASPS.

(C) Policies shall list, as additional insureds, (i) the American Society of Plastic Surgeons, (ii) the Meeting Venue, (iii) all directors, members, officers, agents, employees, affiliates and subsidiaries of each of the above.

In addition to the foregoing:

Exhibitor shall maintain workers' compensation insurance as required by law including employer's liability coverage in the amount of \$1,000,000 by accident and \$1,000,000/\$5,000,000 by disease.

Exhibitor shall maintain admitted insurance satisfactory to the ASPS under compulsory insurance laws of the state in which the Meeting takes place for vehicles licensed therein. For all other vehicles, Exhibitor shall maintain Comprehensive Business Automobile Liability insurance naming the American Society of Plastic Surgeons and the venue as additional insured, insuring any owned, non-owned and hired vehicles to be used by Exhibitor in the Meeting venue, including the Exhibit Hall. Such policy must insure the loading or unloading hazards with limits of liability of at least a combined single limit of \$1,000,000 subject to umbrella excess with a minimum occurrence limit of \$5,000,000.

A certificate of such insurances shall be delivered to ASPS not later than forty-five (45) days prior to Exhibitor's move-in date. None of ASPS, Freeman Company, or the Meeting venue, or the officers, directors, agents, authorized personnel, or employees shall have any liability whatsoever to an exhibitor or its employees, agents or representatives (including contractors) resulting from any cause. All claims for any such loss, damage or injury are expressly waived by the Exhibitor such limits as noted below:

8. Liability

Under no circumstances will ASPS be liable for lost profits or other incidental or consequential damages. No bailment shall exist between ASPS and any Exhibitor or any other person, and ASPS shall not be responsible for the security of any property of any Exhibitor or any other person.

Exhibitor agrees to indemnify, and hold harmless ASPS, Freeman Co., the Meeting venue, and the directors, members, officers, agents and employees, successors, assigns, affiliates and subsidiaries of each of the foregoing (individually and collectively, the "Indemnified Parties"), from any and against all claims, liabilities, demands, causes of action, damages, losses, penalties and fines, costs and expenses, including attorneys' fees, asserted against any of them for (i) all bodily and personal injury (including death) and damage (including theft, misappropriation or loss) to property that may be sustained in connection with, resulting from or arising out of Exhibitor's occupancy or use of the Meeting venue including the Exhibit Hall (including but not limited to the installation, maintenance and removal of the exhibit), or (ii) for injury to person or damage to or theft, misappropriation or loss of property asserted against any or all of them arising out of or in connection with Exhibitor's occupancy or use of the Meeting venue inclusive of the Exhibit Hall, including but not limited to the installation, maintenance and removal of the exhibit, (iii) all bodily and personal injury (including death) and damage (including theft, misappropriation or loss) to property caused by the intentional misconduct, negligence or recklessness of Exhibitor or any of its officers, directors, employees, agents or subcontractors, and from and against any penalty, damages or charges imposed for the violation of any laws, ordinances or regulations arising out of or in connection with Exhibitor's occupancy or use of the Meeting venue inclusive of the Exhibit Hall, including but not limited to the installation, maintenance or removal of the exhibit. Exhibitor waives any and all claims it may have against any or all of the Indemnified Parties for injury or damage to persons or property (including theft, misappropriation or loss of property) arising out of or in connection with the Meeting and the use of the Meeting venue, including the Exhibit Hall, except as may arise from the gross negligence of one or more of the foregoing parties. Exhibitor further waives any claim against ASPS, and its

agents, employees, representatives, affiliates, successors and assigns, arising out of the oral or written publication of any statement made in connection with The Meeting by anyone not an employee of ASPS concerning the exhibit or exhibitor.

Without limiting ASPS's cancellation rights under these Exhibit Terms and Conditions, in the event that the Meeting venue or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes during the Meeting or in the event that ASPS's exhibition vendor, Freeman Co., or the Meeting venue are unable to perform to a force due majeure event including without limitation strikes, acts of God, national emergency or other causes beyond their control, ASPS may terminate Exhibitor's right to exhibit at the Meeting and exhibitor hereby waives any claim it may have against any of the foregoing parties by reason of such termination. In the event of cancellation pursuant to the foregoing, all refunds, if any, will be issued in the sole discretion of ASPS.

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 ensure that the firm complies with all such rules, regulations, terms and conditions, including the insurance, indemnification and limitation of liability requirements hereunder.

10. Exhibitor Rules and Regulations

Exhibitor understands and agrees that the Rules and Regulations are an integral and binding part of the Contract and Exhibitor's condition with the Rules and Regulations is a condition precedent to Exhibitor's ability to exhibit or to continue to exhibit at the Meeting. 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 on the Meeting website. Any violation of the foregoing or these Terms and Condition will result in penalties, which may include written violation notice, deduction of priority points, termination of the Contract by ASPS and exclusion or expulsion from the Exhibit Hall or future ASPS events ASPS will communicate any

public health and safety procedures in effect for the Meeting 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 hereunder.

11. Exhibitor Service Manual

Exhibiting companies will receive their company password via e mail to access the Exhibitor Service Manual.

12. Termination.

ASPS reserves the right to terminate this Contract at any time without cause upon written notification and a complete refund of any exhibit space payment received. Exhibitor is not entitled to a refund in the event of ASPS's termination of this Contract due to Exhibitor's breach, or as otherwise set forth in herein.

13. Copyright.

Exhibitors hereby grants ASPS and its affiliates and sublicensees a non-exclusive, royalty-free, perpetual right and license to copy, reproduce, use, display, perform, transmit, and prepare derivative works based on any photographs or other materials provided to ASPS by Exhibitor for the purpose of promoting ASPS and the Meeting.

14. Americans with Disabilities Act (ADA)

Exhibitor understands and agrees that the Americans with Disabilities Act (ADA) requires that Exhibitor's display be accessible to persons with disabilities, and the Exhibitor agrees that it is solely responsible for assuring that its display complies with the ADA. Exhibitor hereby warrants that it will provide auxiliary aids and services to individuals with disabilities suitable for effective communications between all parties in accordance with the requirements of the ADA, so that exhibitor's display will be accessible, as defined in the ADA, to persons with disabilities. Exhibitor further warrants that where the provision of such

auxiliary aids would fundamentally alter the nature of the goods and/or services provided by Exhibitor, Exhibitor will notify ASPS of that fact at least two weeks in advance of the Meeting and of the alternative measures it intends to take to assure compliance with the ADA during the period of the Meeting. Exhibitor agrees to indemnify and hold ASPS and the Meeting venue harmless for any claims arising out of or in connection with the failure of the Exhibitor's display to comply with the ADA.

15. Agency.

Exhibitor shall not be deemed an agent of ASPS and shall have no power to bind the ASPS to any third party. Exhibitor shall bear all costs and expenses associated with Exhibitor's participation or intended participation in the Meeting. Neither ASPS nor its exhibition vendor Freeman Co., or any of their officers, directors, employees, or agents will be responsible for any expenses related to Exhibitor's participation or intended participation in the Meeting including, but not limited to, travel costs, administrative costs or freight costs for the shipment of Exhibitor's booth, product or any related material.

16. Antitrust Guidelines.

The Exhibit Hall provides a forum for buyers and suppliers to meet and further the entire industry through education and competition in the spirit of free enterprise. The antitrust laws of the United States of America commit all of us to preserve a competitive economy, unrestrained by agreements or concerted actions among competitors that restrict their competitive capabilities or the opportunities of their suppliers and customers. Statutory penalties for violating the antitrust laws are severe and boundaries between lawful and unlawful conduct are imprecise. Certain conduct among competitors is obviously unlawful: such as, agreements to fix price, limit volume or production, allocate markets or customers. ASPS assumes no liability for the illegal actions of Meeting participants, promotes adherence to all antitrust laws, and requires that all Meeting participants avoid any activity that might be construed as violating the antitrust laws.

17. Governing Law and Venue.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to its choice of law principles. Exhibitor hereby agrees, consents, and submits to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Illinois and any state courts of the County of Cook in the State of Illinois for which any suit, action proceeding is brought arising there under.

Communications

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

Grace Padrón
Program Manager, Corporate Development and Exhibits
Phone: 847-228-3382
Email: gpadron@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