



**ACOG 2025 Annual Clinical & Scientific Meeting
RULES AND REGULATIONS
CONDITIONS OF CONTRACT TO EXHIBIT**

1. CONTRACT

By signing the Exhibit Application and Contract, the exhibitor agrees to abide by all of the requirements contained in the Exhibitor Prospectus, the Conditions of Contract to Exhibit, the Exhibitor Service manual and any correspondence from the American College of Obstetricians and Gynecologists (ACOG) to the exhibitor/exhibiting company, their staff, officers or agents. Together these documents comprise the contracts between ACOG and the exhibitor.

All of these regulations are important and should be familiar to both you and all booth personnel. Any points not covered are subject to settlement by ACOG.

2. PAYMENT

All exhibit space must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted access to the exhibit halls. Badges will also be withheld until full payment has been received.

Payment Policy:

- August 14, 2024...50% due with applications submitted prior to August 14, 2024.
- August 14, 2024 – January 15, 2025...50% due with application.
- After January 15, 2025...100% due with application. ACOG requires payment in full no later than January 16, 2025.
- Failure to make payments does not release the contracted or financial obligation of Exhibitor.
- An invoice with instructions to submit credit card payment will be sent via email.

Forms of payment are Visa, MasterCard, American Express or company check in USD.

Mail checks to: **ACOG Exposition Management, c/o SPARGO, Inc.**
11208 Waples Mill Road, Suite 112
Fairfax, VA 22030

The ACOG tax ID number is 90-0489809. See the exhibitor portal for ACOG's W-9.

3. ELIGIBILITY TO EXHIBIT

To exhibit at the ACOG 2025 Annual Clinical & Scientific Meeting, all organizations must be approved by ACOG. All organizations participating in the exhibition must have a product or service that is related to the field of women's health education or that may otherwise benefit the attendees. ACOG reserves the right to modify the eligibility criteria or to revoke its approval at any time and for any reason. If ACOG should revoke the approval, ACOG will refund the exhibitor payment.

4. CODES AND REGULATIONS

Exhibitor shall adhere and be bound by: 1) all applicable fire, utility, and building codes and regulations; 2) any and all rules or regulations of the Minneapolis Convention Center where the ACOG Annual Clinical & Scientific Meeting is held; 3) applicable terms of all leases and agreements between ACOG, the American College of Obstetricians and Gynecologists, ACOG Landholding and the managers or owners of the facility; 4) the terms of any and all leases and agreements between ACOG and any other party relating to the exhibit. Exhibitors shall not, nor permit others to, do anything to the exhibit or do anything in the facility that will in any way void the policies or increase the insurance premiums payable by ACOG, the American College of Obstetricians and Gynecologists, ACOG Landholding and the owners or managers of the facility.

The fact that a product, service or company is advertised or exhibited at the ACOG Annual Clinical & Scientific Meeting shall not constitute a guarantee or endorsement of the quality or value of a product, service or company advertised or exhibited. Furthermore, the manufacturer of collateral advertising material shall not refer to the fact that a product, service or company is advertised or exhibited at, or in any way endorsed by, the ACOG Annual Clinical & Scientific Meeting.

5. VIOLATIONS

ACOG reserves the right to remove any exhibit or bar future exhibition participation if, in ACOG's opinion, the exhibitor disregards or refuses to observe the ACOG Annual Clinical & Scientific Meeting or the Minneapolis Convention Center's defined policies, or it is determined that the exhibit is offensive or not in keeping with the professionalism or standards of the practice of ob-gyn, or ACOG written/verbal instructions. If an exhibitor removal does occur, ACOG will neither refund the exhibit fee paid nor pay for exhibitor losses such as exhibitor housing, travel, wages or other fees associated with exhibiting.

If in ACOG's opinion, an exhibitor flagrantly disregards ACOG's guidelines, policies or directives, ACOG reserves the right to impose an appropriate penalty which may not be stated above.

6. INDEMNIFICATION AND WAIVER

Exhibitor shall indemnify and hold harmless the Minneapolis Convention Center to the same extent that ACOG is required to do so pursuant to ACOG's agreement with the Minneapolis Convention Center: Exhibitor shall indemnify, hold harmless, and defend the Minneapolis Convention Center, SPARGO, Inc., Freeman, and their respective members, officers, directors, agents, contractors, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) arising out of, caused by, or resulting from, in whole or in part, any act, omission, negligence, fault, or violation of law or ordinance associated with the use or occupancy of the facilities by Exhibitor, its employees, agents, contractors, patrons, guests, exhibitors, licensees, invitees or any other person entering the facilities with the implied or express permission of Exhibitor.

Exhibitor shall also indemnify, defend with counsel of ACOG's choice, and hold harmless ACOG, ACOG Land Holding Corporation, the ACOG Foundation, and their respective officers, directors, agents, employees, and members (the "Indemnified Parties") from and against any and all claims, losses, demands, actions, suits, proceedings, judgments, settlement expenses, liens, liability (including but not limited to liability assumed in contractual agreements with third parties), injuries, death, physical damage to property, and environmental damage and the defense thereof, including reasonable attorney's fees and costs (collectively the "Claim(s)") incurred by the Indemnified parties based upon, related to, caused by, or arising from, in whole or in part, any act or omission including but not limited to the negligence, gross negligence, intentional misconduct, fault or violation of law of Exhibitor, its

employees, agents, subcontractors, assignees, or delegates. In defending all Claim(s), Exhibitor shall use counsel reasonably satisfactory to ACOG and shall proceed with diligence, timeliness, and good faith in such defense.

Exhibitor's duty to indemnify shall apply to an Indemnified Party except to the extent such Claim(s) results from the sole negligence, gross negligence, or willful misconduct of that Indemnified Party but said duty to indemnify shall continue as to other Indemnified Parties. Except as may be otherwise provided by applicable law, the Indemnified Parties right of indemnification shall not be impaired, reduced or diminished by any act, omission, misconduct, negligence or default of any Indemnified Party or of any employee or agent of any Indemnified Party who may have contributed hereto. To the extent any law may prohibit any application of all or any part of the indemnity obligations in this Agreement, it is the intent of the Parties that any such prohibited provisions are severable and the indemnity obligations in this Agreement shall be construed to impose the indemnity obligation in all circumstances, applications and situations to the fullest extent permitted by law.

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.

7. INSURANCE

Exhibitor shall purchase and maintain insurance of the types, in the amounts, and with all the required stipulations required by the Minneapolis Convention Center and shall also comply with all the insurance provisions required of ACOG pursuant to ACOG's agreement with the Minneapolis Convention Center.

Exhibitor shall promptly advise ACOG of any changes or lapses of the requisite insurance coverage.

Exhibitor shall also purchase and maintain at a minimum during the term of this agreement the following insurance coverage:

- i. Workers' compensation coverage for its employees valid in the State of Minneapolis.
- ii. Commercial general liability policy on an Occurrence form with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, including bodily injury, property damage, personal injury, and contractual liability.
- iii. Business automobile liability policy covering all owned, non-owned, and hired automobiles with minimum limits of \$1,000,000 combined single limit.

Exhibitor shall provide Certificates of Insurance to ACOG at least 30 days prior to the exhibit hall move-in date evidencing the insurance required including policy numbers, date of expiration, and limits of liability thereunder.

All insurance should be provided by insurance companies with a Best's Rating of A or XII or better. Policies shall provide for a 30-day material change in favor of ACOG and the Minneapolis Convention Center. The required policies shall be endorsed to name ACOG, ACOG Land Holding Corporation, the ACOG Foundation, SPARGO, Inc., and their officers, directors, employees as additional insureds and shall also be endorsed to name the official service contractor for the meeting, and other additional insureds as required by the Minneapolis Convention Center and the members, officers, directors, agents, and employees of each of these three entities.

8. EXHIBITOR DISPUTES

Exhibiting companies, their employees, agents, and vendors agree that any legal disputes, suits, or actions between the ACOG, the ACOG Foundation, ACOG Landholding and an exhibitor resulting from the participation in the exhibition or related activities of the ACOG Annual Clinical & Scientific Meeting will be governed by the laws of the District of Columbia without regard to conflicts of law principles and shall be adjudicated exclusively in the courts located within the District of Columbia. Exhibitor hereby consents to personal jurisdiction and venue in the District of Columbia.

9. ELIGIBILITY TO EXHIBIT

ACOG determines eligibility of any company or product for exhibit. This program focuses on providing medical educators with professional development and tools to support their mission of promoting medical education and providing the highest quality of health care for women. The exhibit hall is a forum for connecting attendees with vendors that provide products or services directly related to undergraduate and graduate-level ob-gyn education. This helps to ensure that attendees have access to the tools and information they need, and vendors have the opportunity to speak with potential interested buyers.

Exhibitors may be asked to provide a complete description of the products and services they would like to display so that ACOG can ensure this is an appropriate audience and forum. ACOG may forbid installation or request removal or discontinuance of any exhibit or promotion, wholly or in part that, in its opinion, is not in keeping with the character and purposes of ACOG.

10. SPACE ASSIGNMENT

Space allocation is highly competitive and therefore, telephone reservations are not accepted. Consideration is given to companies that have exhibited at and/or contributed to previous ACOG functions. All other submissions being equal, the receipt date of the exhibitor application and payment are important factors in space assignment. It is important to note on the Application for Commercial Exhibit Space if there are companies or products with which you want to avoid close proximity or companies that you would like to be nearby.

If ACOG is unable to accommodate the exhibitor with one of the choices listed on the exhibitor's application and the subsequent assigned space is unacceptable to the exhibitor, a refund will be given for any deposits made by that exhibitor prior to the booth assignment. A refund will only be granted if written notification of unacceptability is received within 10 days of notification of booth assignment. If written notification of unacceptability is not received by that time, it is assumed that the space assignment is acceptable.

Space assignment will be as indicated in the confirmation email of accepted application. ACOG, in the event of conflicts regarding space requests or conditions beyond its control, reserve the right to rearrange the floor plan.

The exhibitor must rent sufficient space to contain the exhibit completely within the confines of the booth lines. Equipment may not extend into the aisles or hang out over the aisles and across the exhibitor's purchased booth line.

11. SUBLETTING OR SHARING OF SPACE

No exhibitor shall assign, sublet or apportion the whole or any part of the space allotted, or have representatives, equipment or materials from other than their own firm in the said space without the written consent of the exhibit chair.

A participating exhibitor may not assist a non-participating representative in gaining access to the Exhibit Hall (this includes PR firms and other third-party vendors). All signs, advertisements, publications, materials, products and representatives' badges must reflect the name of the contracted exhibiting company. Any violation of these regulations may result in an immediate shutdown and removal of the booth and materials in violation. Additionally, an organization found to be in violation of these regulations, risks denial of participation in future ACOG Annual Clinical & Scientific Meetings and removal from the ACOG Annual Clinical & Scientific Meeting exhibitor list.

12. INFRINGEMENT

Interviews, demonstrations, distribution of literature, samples, and detailing should take place inside booths in order to avoid infringement of rights and privileges of other exhibitors.

Standard inline exhibits are allowed a height limit of 8', and island displays are allowed a height limit of 15'.

13. PRODUCT/SERVICE DISPLAYS

1. The following categories of products and services are generally appropriate for the industrial exhibit area of the ACOG Annual Clinical & Scientific Meeting:
 - a. Medical and educational products and services that enhance the knowledge, skill, competence, and/or wellness of obstetricians and gynecologists. All medical products (except investigational products and devices covered in (3) below) that are exhibited should have adequate evidence of safety, as determined by ACOG's Chief of Education and Academic Affairs. In general, medical products that are exhibited should have regulatory approval and evidence of effectiveness. Medical products that do not have adequate evidence of effectiveness generally are not acceptable but may be allowed in some circumstances with restrictions and/or disclaimers prominently displayed.
 - b. Products that benefit women and their health, but that are marketed directly to women and not to their physicians and which may or may not be directly related to patient care.
2. The following categories of exhibits will be prohibited:
 - a. Products or services that are harmful to patients, discriminatory, or are exploitative or demeaning to women or other groups.
 - b. Products or services that conflict with ACOG's guidance, recommendations, and/or policy.
 - c. Products or promotional or distribution arrangements that create, or potentially could create, financial conflicts of interest.

- d. Products or services of exhibitors who compete with ACOG in a material way. (ACOG in its sole discretion will determine whether a potential exhibitor is materially in competition with ACOG).
 - e. Products or services of exhibitors who have acted to disparage or undermine ACOG and/or its members. Products or services of exhibitors who have engaged in questionable or unethical conduct, including conduct that is contrary to the principles contained in the Council of Medical Specialty Societies Code for Interactions with Companies or any other ethical or professional standards applicable to an exhibitor.
3. Investigational products and devices can provide important information to ACOG Annual Clinical & Scientific Meeting participants and may be allowed under some conditions. If an investigational product or device is approved for exhibition, the exhibitor must comply with the Food and Drug Administration's prohibition on promoting or test marketing investigational products. Currently, exhibitors of investigational products must comply with each of the following conditions:
- a. Only objective statements about the product can be offered.
 - b. No claims of safety, effectiveness, or reliability will be made.
 - c. There will be no comparative claims to other marketed products.
 - d. The display or demonstration must exist solely for the purpose of obtaining investigators, and it must be accompanied by directions for becoming an investigator and a list of investigator responsibilities.
 - e. The display or demonstration must include the statement: "Caution – Investigational Device – Limited to Investigational Use" or a similar statement that is prominent in size and placement.

14. SECURITY

Twenty-four-hour guards will be provided beginning at 8:00 AM on Friday, May 16, 2025, until 4:00 PM, Sunday, May 18, 2025, to protect exhibits against loss. However, neither ACOG, Freeman, nor the Minneapolis Convention Center can assume liability for any loss or damage.

15. DAMAGE OR LOSS

The Minneapolis Convention Center will take all reasonable precautions against damage or loss by fire, water, storm, theft, strikes and other emergencies, but does not guarantee or insure the exhibitor against loss by reason thereof.

16. CONSTRUCTION MATERIALS

Materials used in all parts of the exhibit construction for decorative or other purposes, including all curtains, draperies and other materials, must be flameproof. The Fire Marshall may examine all exhibits, and test construction and decorative materials prior to the opening of the show. No combustible material such as crepe paper, tissue paper, cardboard or corrugated board or paper shall be used in, on or about the construction of any exhibit or part of an exhibit at any time. All packing containers, excelsior and wrapping paper must be removed from the floor and must not be stored under tables or behind displays. Please contact Freeman or ACOG for the Fire Department Specifications and Requirement Uniform Fire Code Guidelines.

Special booth construction will be permitted, provided that no interference with the light, space or visibility of other exhibitors occurs. Please include any requests for variations from the usual display construction when the Application for Commercial Exhibit Space is submitted. All booth displays must remain within the confines of each rented booth floor space.

17. ISLAND EXHIBITS

An island booth is a 400-square-foot (20'x20') or larger exhibit space exposed to the aisles on all 4 sides with a height restriction of 20 feet. Solid walls must be set back two feet from the aisles.

Island booths must be constructed to allow access from all sides. Island booths should have open sight lines around and through the design (including hanging signs/structures), so that the surrounding area can be viewed through the booth and that neighboring booths are not inappropriately obstructed. The top of the booth's sign must not extend more than 20 feet from the Exhibit Hall floor and cannot block visibility of ACOG signs. Variances will not be granted. Exhibitors who wish to construct an island booth that will be 400 square feet or larger, are required to submit a digital drawing, rendering, or architectural plans to ACOG Exhibits Management by **Monday, April 14, 2025**. Any changes that occur after initial submission must be resubmitted to ACOG Exhibits Management for approval prior to the meeting. Should booth construction at the meeting deviate from the actual submitted and approved floor plans, ACOG Exhibits Management reserves the right to ask the exhibitor to make modifications at the exhibitor's expense. When scheduling activities that may draw crowds, exhibitors must make available (in contracted floor area) adequate space for lines.

18. STANDARD/INLINE/LINEAR EXHIBITS

Inline booths are generally arranged in a straight line and have neighboring exhibitors on their immediate right and left, leaving only one side exposed to the aisle. ACOG will provide a standard draped booth, consisting of an 8' high backdrop, 36" draped side rails, and a 7"x44" Company ID sign which will include the "exhibiting as" company name from the exhibit space application and the booth number.

Regardless of the number of inline booths utilized, display materials should be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors.

The maximum height of 8ft is allowed only on the rear half of the booth space, with a 4ft height restriction imposed on all materials in the remaining space forward to the aisle. No objects or decorations that obstruct visibility, including hanging signs, will be permitted. Note: When three or more inline booths are used in combination as a single exhibit space, the 4ft height limitation is applied only to that portion of exhibit space which is within 10ft of an adjoining booth.

19. CORNER BOOTHS

A corner booth is an inline booth at the end of a series of inline booths with exposure to intersecting aisles on two sides. Corner booths do not include 36" draped side rails on the open corner(s) unless special arrangements have been made in advance. For special arrangements, please contact acogexhibits@spargo.com. All other guidelines for inline booths apply.

20. EXHIBIT HOURS/READINESS

Exhibits must be in place ready for inspection at 5:00 PM, Thursday, May 15, 2025. The Exhibit Hall will General move-in begins on Tuesday, May 13, 1:00 PM – 5:00 PM. Exhibit hours are as follows: Friday,

May 16, 11:00 AM – 4:00 PM and Saturday, May 17, 11:00 AM – 4:00 PM and Sunday, May 19, 11:00 AM – 2:00 PM. In addition, there will be morning coffee, mid-morning refreshment breaks, and dessert breaks in the Exhibit Hall on Friday and Saturday. Admission to the Exhibit Hall is by badge only.

Exhibits must remain intact until 4:00 PM, Saturday, at which time dismantling may commence. The Exhibit Hall must be cleared no later than 4:00 PM on Sunday. Companies who begin dismantling before the show closes risk exclusion from future shows.

ACOG reserves the right to assign labor to set up any display that is not in the process of being erected by 5:00 PM on Thursday, May 15. Islands and booths not in the process of being erected by 10:00 AM on Thursday, May 15, will be assigned labor to set up. The exhibitor will pay the charge for this labor.

21. EXHIBIT STAFF REGISTRATION AND BADGES

Each exhibiting company at the ACOG Annual Clinical & Scientific Meeting is allowed up to four (4) badges per 10' x 10' exhibit space, good for admission to the Exhibit Hall and **does not** include educational sessions and ticketed or meal functions.

A valid picture ID will be required to pick up exhibitor ID badges.

NO SMOKING POLICY

Smoking is not permitted in the Exhibit Hall at the ACOG Annual Clinical & Scientific Meeting.

22. CHILDREN

It is important to ACOG that our Annual Clinical & Scientific Meeting is inclusive and responsive to the needs of our members, including those who are parents to young children. The following guidelines will be in place for the ACOG 2025 Annual Clinical & Scientific Meeting:

- Newborns and breastfeeding infants will be allowed in any ACOG Annual Clinical & Scientific Meeting venue when accompanied by an ACOG Annual Clinical & Scientific Meeting-registered parent/guardian
- Children with an ACOG Annual Clinical & Scientific Meeting-registered parent/guardian must also be registered if they are attending any part of the meeting, including educational and business sessions, the Welcome Reception, and the Exhibit Hall
- Children over 18 months old, and under 18 years old must be accompanied by and in direct control by a parent/guardian at all times in the Minneapolis Convention Center
- Children will be allowed in the Exhibit Hall during regular exhibit and reception hours
- All children in the Exhibit Hall must be accompanied by and in direct control by a parent/guardian at all times
 - Parent/guardian must be a registered ACOG Annual Clinical & Scientific Meeting attendee and display their badge
 - Parent/guardian takes full responsibility for child's well-being and for their behavior
- Single-width strollers will be allowed in Exhibit Hall, stroller parking will be available
- Commercial solicitation to children by exhibitors in the form of gifts, toys, or consumable food/drink items is prohibited
- No children under the age of 18 will be permitted in the Exhibit Hall during installation or dismantle

23. GUESTS

In order to maintain the business and educational atmosphere in the Exhibit Hall, ACOG discourages the presence of any persons not properly identified as a registrant or exhibitor. Occasionally, it may be desirable from the exhibitor's viewpoint to admit someone who is neither affiliated with the exhibiting company nor with the meeting. Under appropriate circumstances, ACOG will cooperate. It is requested that, in such cases, the person in charge of the exhibit make the need known in advance to Craig Baker by email at acogexhibits@spargoinc.com who will then request the necessary approval from the Exhibit Chair, the Senior Director of Educational Development & Testing.

24. AFTER-HOURS ADMISSION TO EXHIBIT HALL

Exhibitors wearing badges may enter the exhibit hall one hour before opening each day and may remain up to 30 minutes after the close of the exhibition each day to reorganize their booths. After-hours demonstrations are not allowed.

25. NONEXHIBITING COMPANIES

Nonexhibiting companies and their personnel, agents, and contractors will not be permitted in the Exhibit Hall at any time. In addition, nonexhibiting companies will not be allowed to register for the meeting and will be denied entrance to any of the exhibitor approved ACOG Annual Clinical & Scientific Meeting functions for meeting attendees and approved exhibitors. Nonexhibiting companies will not be allowed to display or demonstrate any services or products at the Minneapolis Convention Center or any hotel within the Annual Meeting housing block. We do not offer a walk-through of the Exhibit Hall to nonexhibiting companies.

26. NOVELTIES, SOUVENIRS, GIVEAWAYS

Exhibiting companies may be permitted to distribute giveaways in accordance with the AMA Ethical Guidelines and current COVID-specific guidelines. It is the responsibility of the exhibitor to adhere to all applicable laws for the jurisdiction of the Minneapolis Convention Center.

In addition, exhibitors are encouraged to review and adhere to other applicable guidelines and codes of ethics, such as PhRMA Code on Interactions with Healthcare Professionals, AdvaMed Code of Ethics on Interactions with Healthcare Professionals, and the Office of Inspector General's Compliance Program Guidance for Pharmaceutical Manufacturers. Pharmaceutical and device companies are reminded to pay special attention to the PhRMA and AdvaMed Codes, respectively, which prohibit their members from distributing many traditional giveaway items.

As part of their display in the exhibit area, corporate exhibitors may provide giveaways of educational items or items that will directly benefit patients. Exhibitor giveaways must be modest in value. Small non-branded, non-educational items such as food, beverages, and candy will be allowed, so long as the average cost per item is less than US \$10.00. An exhibitor may not give away an item that it could not otherwise give a Health Care Professional under the PhRMA guidelines. These restrictions will not apply to non-profit exhibitors or to exhibitors outside of the healthcare sector.

27. SELLING

In keeping with its educational nature, sales of products or services will not be allowed in the Exhibit Hall. Exhibitors may, though, provide contact or ordering information that allows for sale and delivery of their

products or services at another location and/or a later date. Products and services that are entirely educational in nature are exempt from this restriction and may be allowed.

28. CONTESTS AND DRAWINGS

Exhibitor drawings are permitted. It is the responsibility of the exhibitor to adhere to all applicable laws for the jurisdiction of the Minneapolis Convention Center. The winner need not be present to win. The winner's name should be posted in the exhibit space. Cash for prizes for completing questionnaires is prohibited. (This also includes traveler's checks and gift credit/debit cards.)

29. CANCELLATION BY EXHIBITOR

Organizations participating in the exhibition may cancel this agreement at any time by written notice (email) sent to acogexhibits@spargo.com. Cancellation email must be acknowledged and confirmed by SPARGO, Inc., before cancellation is considered final. Exhibit space reductions and/or cancellations received on or before January 15, 2025, **will receive a 50 percent refund of all fees paid less a \$500 per 10'x10' space reserved processing fee. No refunds will be made for cancellations on or after January 16, 2025.** If exhibit space is cancelled on **January 16, 2025, or after**, the exhibitor will be responsible for paying any balance due for the exhibit space, if one exists. Cancellation or failure to make payment by the payment dates set forth in this Contract does not release Exhibitor from its financial or contractual obligations.

30. NO SHOWS

Exhibiting companies that reserve exhibit space and do not provide ACOG with written notice of their inability to exhibit by **April 25, 2025, will automatically be charged an additional lounge fee of \$500 and are still responsible for paying any unpaid balance due for any outstanding exhibit fees.** In addition, the company may not be allowed to participate in future exhibitions sponsored by ACOG.

31. CANCELLATION AND POSTPONEMENT OF ANNUAL MEETING

In the event that the ACOG Annual Clinical & Scientific Meeting is postponed due to any occurrence not occasioned by the conduct of the ACOG or Exhibitor, whether such occurrence be an act of God or the common enemy or the result of terrorism, war, riot, civil commotion, sovereign conduct or widespread dissemination of an infectious disease, declaration or continuation of a pandemic, curtailment of transportation facilities, the act or conduct of any third party (individually and collectively referred to as the "Occurrence"), then the performance of the parties of their respective meeting obligations shall be excused for such period of time as is reasonably necessary after the Occurrence to remedy the effects thereof.

If the Occurrence results in cancellation of the ACOG 2025 Annual Clinical & Scientific Meeting, the obligations of the parties under applicable agreements shall automatically be terminated and all booth payments shall be refunded to Exhibitor, less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ACOG through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

32. DEMONSTRATIONS, ELECTRICAL PERMITS AND LIVE SCANNING

Motion pictures, DVDs or videotapes may be shown in booths; however, volume must be kept low, or earphones must be provided with all sound equipment. Exhibitors with audible electric devices, sound

motion pictures or other devices that might prove objectionable to other exhibitors because of noise, odor or other annoyance may be asked to discontinue this method of promotion.

Although the demonstration of motor-operated equipment is permitted, actual hook-up and operation of x-ray machines to full current usage, as for radiographic purposes, is not permitted.

Demonstration of apparatus of any kind that is noisy, or distracting is not permitted. No objection is made to the utilization of electricity for illuminating purposes or for operating instruments and apparatus in a non-disturbing way. Fire Department permits are needed for the following special uses: vehicles, cooking appliances, heat-producing equipment, machinery, flammable or combustible aerosols, two-story booths, and miscellaneous, which includes chemicals or lasers. Please contact Freeman or ACOG for the Fire Department Specifications and Requirements Uniform Fire Code Guidelines.

All electrically wired display material must comply with the requirements of the National Board of Fire Underwriters.

Scanning of human models or animals is not permitted in the Exhibit Hall. ACOG does not allow scanning of human models or animals.

33. SOLICITATION OF BUSINESS

Advertising, canvassing, solicitation of business, conferences in the interest of business, etc., are not permitted except by firms that have engaged space to exhibit and then only in the space assigned.

34. RESPONSIBILITY OF ACOG AND THE MINNEAPOLIS CONVENTION CENTER

It is expressly agreed that ACOG, SPARGO, Inc., or the Minneapolis Convention Center shall not be liable for any loss of or damage to goods or property of exhibitors on consignment or otherwise, prior to, during or subsequent to the time of the exhibit show.

35. ASSIGNMENT

Except as provided herein, neither Party shall transfer or assign any rights or obligations under this Agreement without the prior written consent of the other Party.

36. RESPONSIBILITY OF THE EXHIBITOR

The exhibitor is responsible for damage of property. No signs or other articles can be affixed, nailed or otherwise attached to walls, doors, etc., in such a manner as to deface or destroy them. Likewise, no attachments can be made to the floors by nails, screws or any other devices that would damage them. All space is leased subject to these conditions.

37. INTERPRETATION AND APPLICATION OF RULES

The interpretation and application of these rules and regulations are the responsibility of the exhibit chair. Any violations by the exhibitor of any of the terms and conditions herein, shall subject exhibitor to cancellation of their contract to occupy booth space and to forfeiture of any monies paid on account thereof. The exhibit chair shall have the right to take possession of the exhibitor's space, remove all persons and properties of the exhibitor and hold the exhibitor accountable for all risks and expenses incurred in such removal.

38. DISMISSAL

Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of ACOG conduct themselves unethically may be dismissed from the Exhibit Hall without refund or appeal for redress.

39. AFFILIATED BUSINESS MEETINGS, PRODUCT THEATERS AND CME FORUMS

No other satellite events (CME or otherwise) can be held except those described herein during the official program or activities of the ACOG Annual Clinical & Scientific Meeting, including the Welcome Reception. No CME activities may be planned by anyone other than ACOG. Unofficial activities are those not supported by ACOG. These include, but are not limited to, social events, hospitality suites, meals or breaks, press conferences, media events, such as video news releases, product announcements, focus group discussions, customer user group discussions, live or recorded webinars/webcasts, other educational activities or fundraising activities on behalf of the sponsoring organization or any other organization. Exhibitors may apply for permission to hold customer meetings outside of exhibit hours by contacting acogexhibits@spargoinc.com. Organizations that schedule and/or attempt to hold private functions in conflict with the official ACOG program without first obtaining permission and paying the event fee will be required to cease the activity, may result in dismissal from the ACOG 2025 Annual Clinical & Scientific Meeting and forfeiture of the right to participate in future meetings. This policy will be strictly enforced.

40. EQUIPMENT

Booth equipment provided by ACOG, the Minneapolis Convention Center, or Freeman shall be returned at the end of the meeting, complete and in good condition, normal wear and tear expected. Exhibitor shall have no right, title or interest in such equipment. Exhibitor shall provide all other equipment at their own expense.

41. PHOTOGRAPHY

Recording video and taking photographs (with film or digital devices, including camera phones), other than by the official ACOG Annual Clinical & Scientific Meeting photographer, including video or photographing an exhibitor's own booth, is expressly prohibited. Unapproved photos, images and/or videos will be confiscated. A representative of one exhibiting company may not photograph or record video of another exhibitor's booth. Violation of this rule will result in the expulsion of the offending exhibitor from the exhibit hall and confiscation of the photo, image and/or video, and the loss of priority points by the exhibiting company. During the Annual Meeting, attendees, vendors, guests and exhibitors may be photographed by the ACOG official photographer/videographer. Exhibitors grant permission to the ACOG Annual Clinical & Scientific Meeting official photographers/videographers to take photographs or video of the exhibitor's booth and exhibitors' employees and contractors during the ACOG Annual Clinical & Scientific Meeting. In addition, the Exhibitors, on behalf of the exhibiting company, their employees, and contractors also grant the ACOG the absolute and irrevocable right and permission to use these photographs and/or videos of an exhibitors' booth, employee(s) and/or contractor(s) including the rights to publish, reproduce, crop, edit, assign, exhibit, and distribute copies of the photograph or video, in print, electronic or other media, whether or not in use at the time of execution of this Agreement, and claim copyright in said photograph or video throughout the world for the full duration of the copyright and any renewals or extensions thereof. Exhibitors also represent, warrant, and guarantee that they have full power and authority to grant this permission.

42. HANDLING AND STORAGE

ACOG and the Minneapolis Convention Center shall not accept or store display material or empty crates, and Exhibitor shall make its own arrangements of shipment, delivery, receipt and storage of such materials and empty crates. Such arrangements may be made through Freeman, and Exhibitor shall in any event provide Freeman with copies of all bills of lading. All shipments and deliveries to the ACOG Annual Clinical & Scientific Meeting shall be prepaid. Exhibitor shall not incur any obligation to Freeman merely by reason of providing copies of any bills of lading hereunder.

43. HANGING SIGNS

Exhibitors' signs or lights may not bear the ACOG, the ACOG Foundation, ACOG Landholding name or logo. All signs must be contained within exhibitor booths at all times and must be positioned or affixed in a manner that would not present a potential hazard.

44. UNFORSEEN EVENTS

In the event that unforeseen events make it necessary, the exhibit chair will have the right to amend these rules and regulations or make additions thereto, and all such amendments or additions shall be made known promptly to each exhibitor.

45. MEETINGS ANTI-HARASSMENT POLICY

The American College of Obstetricians and Gynecologists (ACOG) is committed to providing a safe and welcoming environment for all participants at ACOG meetings. All participants are expected to abide by the ACOG Meetings Anti-Harassment Policy, which applies in all venues and events including ancillary or unofficial social gatherings held in conjunction with the meeting. The policy can be found at acog@ethicspoint.com. If you are being harassed, or see someone else being harassed, please call (844) 460-6615. You may also email comments or concerns to acog@ethicspoint.com.

These policies are subject to change without prior notice at the discretion of ACOG.