

AACE 30th Annual Scientific and Clinical Congress
Exhibitor Rules & Regulations

As of April 21, 2020



1. Purpose

The objective of AACE 30th Annual Scientific and Clinical Congress is to further American Association of Clinical Endocrinologists' (AACE) objectives by providing a forum through exhibits and technical panels. Exhibitors are limited to firms, organizations and agencies whose exhibits are in harmony with the purpose of this Exposition.

2. Location of Exhibits

The Exposition will be held at the Mandalay Bay Convention Center, Las Vegas, Nevada.

Exhibitor may not sublet his exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the exhibiting company, except where such articles are necessary for proper demonstration or operation of the exhibitor's display, in which case identification shall be limited to the manufacturer's normal regular nameplate. Exhibitor may not permit non-exhibiting company representatives to operate from his booth. Rulings of AACE shall, in all instances, be final with regard to use of exhibit space.

4. Occupancy Default

Any exhibitor failing to occupy space contracted for shall not be relieved of the obligation of paying the full rental charge of such space. If not occupied by the time set for completion of the installation of the displays, such space shall be taken by AACE, and re-allocated or reassigned for such purposes or use at AACE's sole discretion.

5. Eligibility

AACE has the sole right to determine the eligibility of any company or product for inclusion in the Exposition. The selling of any products or services without prior approval from AACE is strictly prohibited. All products and services exhibited must be relevant to practicing endocrinologists as determined by AACE. AACE will not be responsible for any losses incurred, including inability to exhibit, for exhibitors that do not have the necessary legal documents in place to sell products or conduct any activities within the space. It is the responsibility of the exhibitor to obtain and file the necessary city and/or state sales permits where required. Exhibitor will provide a copy of the documents to AACE prior to the show. The sale of approved products or services does not constitute an endorsement of the product or service by AACE.

6. Cancellation or Change of Exposition

In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of AACE or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of AACE. AACE shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of AACE. Causes for such action beyond the control of AACE shall include, but are not limited to: fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease for any reason, regardless of cause, or other termination by the Mandalay Bay Convention Center, municipal, state or federal laws, or act of God. Should AACE terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" and "Paid Sponsorship Fees" in the event of event

termination or cancellation shall be made to exhibitors at the sole discretion of AACE and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by AACE through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

7. Cancellation by Exhibitor

In the event of cancellation by an exhibitor, AACE shall determine an assessment covering the reassignment of space, prior services performed, and other damages related to cancellation, according to the following assessment schedule:

Through July 8, 2020, 0% of total exhibit space fee

July 9, 2020 through January 27, 2021, 50% of total exhibit space fee.

After January 27, 2021, 100% of total exhibit space fee.

AACE must receive written notification of the cancellation by registered or certified mail. Date cancellation notice is received by AACE will determine above assessment charges. In the event of either a full or partial cancellation of space by an exhibitor, AACE reserves the right to reassign canceled booth space, regardless of the cancellation assessment. Subsequent reassignment of canceled space does not relieve the canceling exhibitor of the obligation to pay the cancellation assessment. Appropriate payment must be received within 15 days of cancellation.

Downsizing requests will be considered same as cancellation (same dates and penalties apply) and will be accommodated on a space available basis. If an exhibitor does not notify AACE that they are not coming prior to the show set-up (i.e. no shows), future placement at AACE shows may be compromised or denied.

8. Payment

All exhibit space, support opportunities, advertising and marketing opportunities, exhibitor directory listings, etc. must be paid in full prior to move-in. Exhibitors with outstanding balances will not be permitted to access the Exhibit Halls, or freight docks or begin the installation of their exhibits. Badges will also be withheld until full payment has been received.

Payment Policy: • 50 percent deposit payment due:

o July 9, 2020...50% due for applications submitted prior to July 9, 2020

o July 9 – January 27, 2021...50% due with application

o 100 percent payment due after January 27, 2021

AACE requires payment 100% payment no later than January 28, 2021. Failure to make payments does not release the contracted or financial obligation of Exhibitor.

9. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against AACE, its employees, agents, or representatives for loss, theft, damage, or destruction of goods; nor for any injury, including death, to exhibitor, exhibitor's employees, agents or representatives; nor for any damage of any nature, including damage to his business for failure to provide exhibit space; nor for failure to hold the Exposition as scheduled; nor for any action or omission of AACE. The exhibitor is solely responsible for its own exhibition material and products and should insure exhibit and products from loss or damage from any cause whatsoever. It is understood all property of an exhibitor is in its care, custody, and control in transit to, or from, or within the confines of the Exhibit Hall. AACE shall bear no

responsibility for the safety of the exhibitor, its personnel, employees, agents or representatives or personal property.

10. 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 AACE, SPARGO, Inc., Mandalay Bay 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 Exhibit Hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to SPARGO, Inc. (AACE Exposition Management) or its agent or representative as soon as practical but in no event more than three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

11. Union Labor

Exhibitor shall employ only union labor, as made available by official contractors in the setting up and dismantling of the exhibits and in the operations when required by union agreements. Exhibitors planning to build special displays should employ union display companies in their fabrication, carpentry and electrical work. Please refer to the Union Regulations in the Exhibit Service Manual.

12. Exhibitor Appointed Contractors (EAC)

Exhibitors not using Freeman, the official General Services Contractor, for general booth labor must notify AACE Exposition Management of all EAC services 60 days prior to the first day of installation. Official Notification of Intent to use an EAC forms will be in the Exhibitor Service Manual. All EAC's are required to provide a Certificate of Insurance and shall include general liability and workers compensation 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 American Association of Clinical Endocrinologists' (AACE), SPARGO, Inc., the Mandalay Bay Convention Center and Freeman as an additional insured. The Certificate of Insurance should also contain the name of the company that service is being provided to and the booth number.

EACs must abide by all state and federal regulations. As well as abide by Freeman rules and onsite guidelines for the use of staging spaces for equipment and personnel service desks. AACE shall have authority to remove an EAC from any staging areas that are not inside its exhibitors leased booth space.

EACs may not solicit business in the Exhibit Hall at any time. Exhibitor is responsible for the actions of its EAC and all of the exhibitor rules apply to this sub-contractor for the exhibitor. Exhibitor is fully responsible for coordination of the EAC. EACs and their workers are not permitted to wear AACE Exhibitor Badges. AACE reserves the right to prohibit EAC participation at the Congress.

If the documentation described above is not delivered to AACE Exposition Management by the deadline, or is incomplete or inaccurately executed, the non-official contractor will be denied access to the Exhibit Hall.

13. Installing, Exhibiting, Dismantling

Hours and dates for installing, exhibiting, and dismantling shall be those specified by AACE. Exhibitor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the Exposition before the specified conclusion of the dismantling period set by AACE.

In the event that an Exhibitor has not arrived on the exhibit floor by 3:00 p.m. on the last day of move-in and has not been granted pre-approval for late set-up, AACE reserves the right to use this vacant space as it sees fit, with no obligation to issue a refund. Any exhibit materials, either in the vacant booth or on the loading dock, for that exhibit space, will be placed into storage at the exhibitor's expense. The exhibitor is responsible for all fees associated with removing freight from storage. Substitute booth space will be made available at the discretion of AACE.

Dismantling and packing of exhibits will not be permitted before the exhibits officially close. Failure to comply with this regulation will result in the forfeiture of priority points earned at the Congress. All exhibits must be completely dismantled and packed, all appropriate shipping paperwork filed at the Exhibitor Service Desk and carriers checked in by 12:00 p.m. the last day of move-out. It is the exhibitor's responsibility to arrange for exhibit material shipment, installation, dismantle and return shipment. Any exhibition materials/freight left on the exhibit floor without proper documentation at 12:00 p.m. on the last day of move-out will be shipped via Freeman Transportation at the exhibitor's expense.

14. Damage to Property

Exhibitor is liable for any damage caused by exhibitor, exhibitor's agents, employees or representatives to building floors, walls, or columns, or to standard booth equipment, or to other exhibitor's property. Exhibitor may not apply paint, lacquer, adhesive or other coatings to building columns, floors or walls, or to standard booth equipment.

15. Floor Loading

Under no circumstances may the weight of any equipment or exhibit material exceed the specified floor load limit of the Exhibit Hall. Exhibitor accepts full and sole responsibility for injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the exhibit material and products in conformity with the maximum floor load specifications.

16. Food and Beverages

All food and beverage must be procured through the Mandalay Bay Convention Center Catering Department. The dispensing, distribution or use of alcoholic beverages in the Exhibit Hall is prohibited without the express prior approval of AACE Exposition Management. Please note the distribution of popcorn in the Exhibit Hall is not permitted. Information on how exhibitors may order catering services from Mandalay Bay Convention Center Catering Department will be available in the Exhibitor Service Manual.

Requests for approval must be submitted to AACE Exposition Management, through the online AACE Exhibitor Resource Center for approval by March 26, 2021. Please contact Sharon Boutin AACE Exposition Operations Management, at 571-279-0028 or sharon.boutin@spargoinc.com with any questions.

17. Porter Service

To maintain a clean and organized Exhibit Hall, exhibitors who will be distributing giveaways and providing food and beverage/hospitality in their booth must order porter service through Mandalay Bay Convention Center. Porter service is exclusive to Mandalay Bay Convention Center and includes monitoring the exhibit booth to empty wastebaskets and collect empty boxes during show hours.

Standard wastebasket emptying does not include removal of empty boxes. Empty boxes may not be placed in the Exhibit Hall aisles, behind or adjacent to columns, or in trashcans in the Exhibit Hall during show hours. If an exhibitor does not properly handle empty boxes, Freeman will remove the boxes at the exhibitor's expense. Information on how exhibitors may order porter service from Freeman will be available in the Exhibitor Service Manual.

18. Fire Regulations

All participating organizations and their personnel must comply with local, state and federal fire regulations. All decorating materials, furniture, signs, and equipment must meet local, city, and state fire and public safety regulations. In accordance with the city fire marshal, no empty crates or boxes may be stored in the exhibit area, under draped tables or behind the pipe and drape. All muslin, velvet, silken, or any other cloth decorations must stand a flameproof test as prescribed by the fire ordinance of the City of Las Vegas, Nevada, Mandalay Bay Convention Center. Volatile, explosive, or other flammable matter or any substances prohibited by the law or insurance carriers, are not permitted on premises. The exhibitor is responsible for arranging for proper disposal of any approved hazardous material/waste. Utility panels, switchgear, fire hose cabinets, standpipes and fire extinguishers must remain visible and accessible at all times. Decorations may not block exit doors, fire extinguishing equipment, sprinklers, or emergency lighting systems. Hazardous waste is considered to be any liquid, material or substance that may cause fire, injury or make the air unsafe to breathe. The following are prohibited:

- Flammable liquids
- Combustibles
- Hazardous material/waste and equipment
- Cooking devices (e.g. microwaves, hot plates, radiant ovens, etc.)
- Anything producing an open flame.
- Helium filled balloons are not allowed in the Exhibit Hall.

The Mandalay Bay Convention Center has established guidelines regarding acceptable booth configurations from a safety standpoint. It is the responsibility of each exhibitor to insure compliance with all Facility Regulations.

19. Other Rules and Regulations

All rights and privileges granted to exhibitors are subject to and subordinated to a master lease between AACE and the Mandalay Bay Convention Center and its policies, rules, and regulations. This agreement provides a personal right to the exhibitor and creates no interest or estate in the Mandalay Bay Convention Center or its equipment or facilities.

Exhibitors will comply with all applicable Federal, State and municipal statutes, ordinances, regulations, rules, and requirements including without limitation laws applicable to patents, copyrights, and trademarks and all rules and regulations of the Mandalay Bay Convention Center. Exhibitors will not discriminate against any person on account of race, color, ancestry, religion, national origin, age, gender, sexual preference, sexual orientation, gender identity, marital status, family status, genetic status, pregnancy, parenthood, political affiliation, veteran's status, or any other protected status.

For purposes of these Rules and Regulations the following terms have the following meaning: "The Mandalay Bay Convention Center" includes and means the Mandalay Bay Convention Center Exhibit Halls; which is engaged in business as the Mandalay Bay Convention Center, its respective directors, trustees, officers, employees, members, and agents.

"AACE" includes and means the American Association of Clinical Endocrinologists' (AACE), and its directors, officers, employees, agents, members, and contractors. The Rules and Regulations of the exhibit may be amended by AACE, and such amendments are hereby made an integral part of and

incorporated by reference into the Contract for Exhibit Space and shall be deemed to have the identical effect as if set forth in full in the contract. All points not specifically covered are subject to the decision of AACE.

20. Exhibit Photography/Recordings/Broadcasts

AACE will contract an official Annual Meeting photographer to capture all aspects of the meeting. AACE photography in the Exhibit Hall will be limited to attendee activity; no exhibitor will deny any reasonable request from AACE and/or the official photographer to take pictures from outside the perimeter of their booth. No pictorial, visual or audio recording, or broadcasting of any type shall be made in the convention center or any other locations of AACE scientific sessions without the prior written approval of AACE Exposition Management and the convention center. Photography and or video recording in the Exhibit Hall is prohibited. Photographing another exhibitor's booth is strictly prohibited. Information on how exhibitors may order services from the official photographer will be available in the Exhibitor Service Manual.

21. Gifts/Giveaways/Contests/Drawings

Contests and drawings must be open to all attendees and must be conducted in a professional manner. All Giveaways must be approved in advance by AACE Exposition Management. An approval form for giveaway items will be available in the Exhibitor Service Manual. Exhibitors that interact with physicians and other healthcare professionals during the Congress are asked to review the codes of ethics developed by PhRMA and AdvaMed as well as the Physician Payment Sunshine Act. Ethical practices and industry conduct can differ among companies. It is the responsibility of each company to decide what types of activities are appropriate as they relate to sales and promotional events.

Requests for approval must be submitted to AACE Exposition Management, through the online AACE Exhibitor Resource Center for approval by March 26, 2021. Please contact Sharon Boutin AACE Exposition Operations Management, at 571-279-0028 or sharon.boutin@spargoinc.com with any questions.

22. Noise, Odors and Inappropriate Items

Noisy or obstructive work will not be permitted during open hours of the Exposition, nor will noisily operating displays, nor exhibits producing objectionable odors. At no time should music or videos be played at a level that interferes with a neighboring booth's exhibiting activities, it should not exceed 85 decibels. Music, videos, or posters/pictures containing explicit or vulgar language or acts are strictly prohibited. AACE Exposition Management shall have sole discretion in determining what is noisy, obstructive or objectionable.

AACE retains the right to deny the exhibition of inappropriate items and products. AACE reserves the right to require any information it deems necessary to determine the appropriateness of an exhibitor's item or product. Exhibitors guarantee and warrant that their exhibits will be in compliance with applicable regulations regarding the marketing and advertising of their products.

23. Music

Any exhibitor using music must ensure that licensing fees have been paid to the appropriate agency, i.e., ASCAP or BMI. AACE is not responsible for any licensing fees for music played in exhibitor's booth.

24. Presentation/Demonstrations

Product presentations and demonstrations may occur within the booth space. Exhibitors shall be responsible for the safety of all individuals participating in or viewing these activities. AACE assumes

no responsibility to monitor these activities but reserves the right to order changes or additional safety precautions or suspend any in booth activity if the activity is deemed unsafe, a disruption to neighboring booths or not in keeping with the professional nature of the Congress or violates AACE policy. Any demonstration or activity that results in excessive obstruction of aisles or prevents ready access to nearby exhibitor's booth shall be discontinued. Exhibitors providing demonstrations must account for spectators in their booth design as attendees cannot block or line up in aisles.

25. Subletting of Space

No subletting of space will be permitted. Each exhibitor represented in the Exhibit Hall must sign the Exhibit Application and Agreement. Any person or firm subletting space, as well as the one purchasing space, will be subject to eviction. No refund will be made for space reserved.

26. Attendance

Admission policies shall remain, at all times, the prerogative of AACE, and may be revised or amended to suit unforeseen conditions.

27. Exhibit Floor Age Restriction

No one under the age of 16 is allowed in the Exhibit Hall at any time, including move-in and move-out. Only infants in arms are allowed during official exhibit. No strollers will be permitted. Minors, 16 years of age and older, must be accompanied by an adult.

28. Booth Personnel

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. Exhibiting companies are allocated five complimentary exhibitor badges per 100 square feet of contracted exhibit space. Any additional badges will be provided at a rate of \$100 per badge. Booth personnel shall wear "exhibitor" badge identification furnished by AACE at all times while they are in the exhibit area. All other employees and representatives of the Exhibitor must register as Show Attendees. AACE reserves the right to restrict or limit the number of booth representatives. All exhibits must have personnel present during show hours.

29. Height and Non-Blocking Regulations

All exhibit display construction design must conform to the regulations set forth in the "Display Rules and Regulations," a copy of which is supplied to each exhibitor by AACE Exposition Management. "Display Rules and Regulations" provides details as to what is allowed for exhibitor's booth so as to enable use of the space without detriment to neighboring exhibitors or the Exposition.

30. Electrical Safety

All wiring on booths or display fixtures must meet underwriters' rules and standard fire department inspection. This applies to booth construction only and not to pre-wired radio and electronic equipment. Machines and apparatus operated by electricity must be shown as "still" exhibits. Practical demonstrations of x-ray apparatus and accessories or any noisy apparatus of any kind will not be permitted. No objection will be made to the utilization of electricity for illuminating purposes or for operating smaller diagnostic instruments and electrotherapeutic apparatus which do not distract or annoy other exhibitors. All electrical equipment must meet applicable National Electrical Codes and Convention Center requirements. Electrical fixtures and fittings must be UL listed and so marked.

All electrical, plumbing, gas and compressed air services are considered exclusive services and will be provided by our exclusive vendor for all events. Mandalay Bay Convention Center has jurisdiction over the installation, operations, maintenance, and repair of all portable electrical wiring and electrical equipment. This includes the installation and removal of overhead electrical signs, trusses, monitors,

lights, and free-standing electrical signs. All electrical service, equipment and outlets must be ordered through the Exhibitor Service Manual and exhibitors are subject to their prices and conditions. Complete information will be available four months prior to the show.

31. Use of Space

Displays and demonstrations are limited to the confines of an exhibitor's own booth, as is the distribution of literature or other items. Solicitation of business or conferences in the interest of business except by exhibiting companies is prohibited. Exhibitors are urged to report any violations of this rule to AACE or AACE Exposition Management. Canvassing by Exhibitors outside of their booths is also forbidden.

32. Display

AACE shall have full authority for approval or arrangement and appearance of items displayed. AACE may, at its discretion, require replacement, rearrangement, or redecoration of any item or any booth, and no liability shall attach to AACE for the costs that may evolve upon exhibitor thereby. Exhibitors with special backgrounds or side dividers must make certain that such material is furnished in such a manner as to not be unsightly to exhibitors in adjoining booths. If such surfaces remain unfinished at 3:00 p.m. the last day of move-in, AACE shall authorize the official decorator to affect the necessary finish and the exhibitor must pay all charges involved thereby.

AACE has adopted guidelines for booth construction as suggested by the International Association of Exhibitions and Events (IAEE) and Healthcare Conventions & Exhibitors Association (HCEA). When designing your booth, please keep in mind the following overall regulations:

- No exhibit may include, or overflow into, an aisle or a booth occupied by another organization. This includes truss and lighting.
- No two-story booths will be allowed.
- No false ceilings will be allowed.
- No balloons are allowed in the convention center.

In-line and Corners Exhibit Space:

- In-line booths have one side exposed to an aisle and are generally arranged in a series along a straight line.
- The back-wall height of an in-line booth may not exceed eight feet (8') including signs or lighting and no booth may display an item or feature that exceeds 8' in height.
- Booth display items or features over four feet (4') in height must be placed no closer than five feet (5') to the aisle.
- No exhibit materials in the front five feet (5') portion of the booth may exceed the height of 4' to maintain clear visibility from one booth into the next.
- Signs or any exhibit material hanging above in-line booths is prohibited.
- A corner booth is an in-line booth exposed to aisles on two sides and are subject to the same rules as in-line booths.

Note: When three or more in-line booths are used in combination as a single exhibit booth, the four foot (4') height limitation is applied only to that portion of the exhibit booth which is ten (10') from an adjoining booth.

Island Booths

- Island booths are 20'x20' or 400 square feet or larger and have aisles on all four sides of the exhibit space.
- The maximum height of an island booth is twenty-four feet (24')

- 30% see-through effect on the portion of the booth from the floor up to a minimum of eight feet (8') in height is required. Compliance will be determined from all angles.
- Full use of the floor area with the island is permitted; however, no part of the exhibit, demonstrations, or exhibitor activities may extend outside the boundaries of the contracted booth space.
- Exhibitors that have scheduled activities that will draw crowds in their booths must make available (in contracted exhibit space) adequate room for lines.
- Island booths are permitted to hang signs from the ceiling as long as they do not exceed twenty-four feet (24') in height from the floor to the top and the bottom of the sign can be hung no lower than sixteen feet (16'). It may not exceed the perimeter of assigned booth space.
- Renderings of island booths must be submitted through the Exhibitor Resource Center for approval. If renderings are not submitted, AACE Exposition Management reserves the right to prohibit construction of the exhibit. In this circumstance AACE is under no obligation to provide a refund or any other type of restitution.
- Renderings should include vehicle staging, any audio-visual systems, enclosed spaces, hanging signs, rigging components and must be to scale. If there are any changes to the design after approval is granted a new rendering must be submitted for approval.
- Island booths are subject to onsite inspection and any required modifications must be made prior to the Exhibit Hall opening and will be at the expense of the exhibitor.

33. Floor Plan

The Congress floor plan provided in the prospectus, online and/or in the Sales Office onsite is accurate at the time of publication. AACE reserves the right to modify the floor plan as needed.

34. Carpet/Approved Floor Covering

To improve the appearance of the Exhibit Hall, carpet is required in all booth spaces and is to be provided at the exhibitor's expense. AACE Exposition Management will have carpet installed, at the exhibitor's expense, in exhibit spaces that do not have carpet installed by 3:00 p.m. on the last day of move-in.

35. Retail Sales/Distribution of Products

The selling of any products or services without prior approval from AACE is strictly prohibited. It is the responsibility of the exhibitor to obtain and file the necessary city and/or state sales permits where required. AACE will not be responsible or liable for exhibitors that do not have the necessary documents in place. Exhibitor will provide a copy of the documents to AACE prior to the show. The sale of approved products or services does not constitute an endorsement of the product or service by AACE.

36. Security

Security guards will be provided in the Exhibit Hall around-the-clock during the entire exhibiting period including move-in and move-out. Exhibitors are strongly urged to secure valuables nightly or take them to their hotel rooms. AACE, the Mandalay Bay Convention Center and the AACE Exposition Management will not be responsible for lost or stolen items. Information on how exhibitors may order additional security services from the official security service provider will be available in the Exhibitor Service Manual.

37. Use of AACE and AACE 30th Annual Scientific and Clinical Congress Name and Logo

The AACE and AACE 30th Annual Scientific and Clinical Congress names, logos and/or other identifying marks of the American Association of Clinical Endocrinologists may not be used in

advertising or promotion in any media- before, during or after the Congress. The Congress logo may not be used in signs, advertising or promotion in any media.

38. Exhibitor Representative's 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.

39. Waiver of Rights

Any rights of AACE under this contract shall not be deemed waived in any manner except as specifically waived in writing and signed by an authorized officer of AACE.

40. Relocation and Floor Plan Revisions

AACE retains the exclusive right and sole discretion to revise the exhibition hall floor plan and/or move assigned exhibitors as necessary.

41. Americans with Disabilities Act

Exhibitors shall be responsible for compliance with the Americans with Disabilities Act of 1992 regarding their exhibit space, including, but not limited to wheelchair access. Further information regarding ADA compliance is available via phone at 800-514-0301 or at www.usdoj.gov/crt/ada/infoline.htm.

42. Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of AACE. AACE may, at any time, amend or add further rules to these rules, and all amendments made shall be binding on exhibitor equally with the foregoing rules and regulations.

43. Agreement to Rules

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and those provided and contained in the Exhibitors Manual, and by any amendments and additional rules that may be put into effect by AACE.