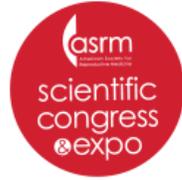


VIRTUAL
CONGRESS
OCT 2020



ASRM
2020

AMERICAN SOCIETY FOR REPRODUCTIVE MEDICINE
DYNAMIC COLLABORATIONS
IN REPRODUCTIVE MEDICINE

**ASRM 2020 Virtual Scientific Congress & Expo
Exhibitor Rules & Regulations
October 17-21, 2020**

1. Purpose

The objective of ASRM 2020 Virtual Scientific Congress & Expo is to the American Society of Reproductive Medicine's (ASRM) 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. Eligibility

ASRM has the sole right to determine the eligibility of any company or product for inclusion in the Exposition. Prospective Exhibitor Applications will be reviewed by ASRM for suitability of products and/or services to ASRM Congress attendees. Eligibility is generally restricted to companies directly related to the reproductive medicine field. Any medical device, pharmaceutical or other type of medical product exhibited must comply with all applicable FDA regulations for presentation to U.S. attendees. ASRM reserves the right to require information from companies before space assignment is finalized. If an exhibit is found to be ineligible in whole or part, ASRM may deny space assignment, or, when the exhibit is on site, close the exhibit until further notice.

3. Cancellation or Change of Exposition

In the event that the platform by which the Exposition is conducted should become substantially interfered with by reason of any cause or causes not reasonably within the control of ASRM or its agents, the Exposition may be canceled or moved to another appropriate date, at the sole discretion of ASRM. ASRM 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 ASRM. Causes for such action beyond the control of ASRM shall include, but are not limited to: Acts of God, epidemic, inclement weather, governmental restraints, act of a public enemy, power or internet outages, inability to secure technical or other personnel, disruptions to/or loss of internet services, for any reason regardless of cause. Should ASRM terminate this agreement pursuant to the provisions of this section, the exhibitor waives claims for damage arising therefrom. Refunds of "Paid Exhibit Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of ASRM and in any case, will not exceed the amount of each exhibitor's paid exhibit participation fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by ASRM through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

4. Cancellation by Exhibitor

In the event of cancellation by an exhibitor, ASRM must receive written notification of the cancellation. Cancellation of participation does not relieve the canceling exhibitor of the obligation to pay per the terms and conditions on the application for virtual participation. Payment must be made within 15 days of date of cancellation.

5. Payment

Exhibitor agrees to pay ASRM in full with a submitted application. No company can participate unless full payment for virtual booth has been received. The payments under this Agreement shall constitute payment solely for the virtual exhibit program as described in the ASRM 2020 Virtual Congress application.

6. Limitation of Liability

Exhibitor agrees to make no claim for any reason whatsoever against ASRM, its employees, agents, or representatives for loss or theft; nor for any damage of any nature, including damage to his business for failure to provide a virtual presence; nor for failure to hold the virtual exposition as scheduled; nor for any action or omission of ASRM. The exhibitor is solely responsible for his own virtual content within the confines of the virtual platform.

7. License of Intellectual Property

ASRM and the Virtual Exhibitor are each the sole owner of all right, title, and interest to ASRM's and the Exhibitor's respective information, including such party's logo, trademarks, trade names, and copyrighted information, unless otherwise provided (collectively, "Intellectual Property"). ASRM and the Exhibitor hereby each grant to the other a limited, non-exclusive license to use certain of the granting party's Intellectual Property, including names, trademarks, and copyrights, in connection with promotion of the Virtual Exhibit Program.

8. Exhibitor Appointed Contractors (EAC)

Exhibitors using any company to provide development or design services for their virtual booth are responsible for ensuring that provider is furnished with and complies with the rules and regulations. EAC's must also abide by all federal regulations.

9. Exhibit Photography/Recordings/Broadcasts

No pictorial, visual or audio recording, or broadcasting of any virtual content shall be made without the prior written approval of ASRM Exposition Management. Downloading another exhibitor's content is strictly prohibited.

10. 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 ASRM Exposition Management. Exhibiting companies that interact with physicians and other healthcare professionals during the ASRM 2020 Virtual Scientific Congress & Expo 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.

An exhibitor give-away should be educational or modest in value and cannot exceed \$100 in value. A promotional give-away request must be sent via email to Meghan Leahy at meghan.leahy@spargoinc.com and approved by the ASRM. Prizes, contests, and/or lotteries are permitted; however, such activities must be approved by the ASRM prior to the virtual conference. Exhibitors are solely responsible for notifying any winners and distributing giveaways, alcohol is not permitted as a prize.

ASRM retains the right to deny the exhibition of inappropriate items and products. ASRM 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.

11. Booth Personnel

Exhibitor representatives are restricted to personnel engaged in the display, demonstration, application or sale of the company's product or services. ASRM reserves the right to restrict or limit the number of booth representatives.

12. Use of ASRM Name and Logo

The ASRM name, logo and/or other identifying marks of the American Society of Reproductive Medicine may not be used in advertising or promotion in any media- before, during or after the Congress. The ASRM 2020 Virtual Scientific Congress & Expo logo may not be used in signs, advertising or promotion in any media.

13. Waiver of Rights

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

14. Americans with Disabilities Act

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

15. Amendment and Addition Rules

Any matters not specifically covered by the preceding rules shall be subject solely to the decision of ASRM. ASRM 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.

16. Agreement to Rules

Exhibitor, for himself or itself, his or its personnel, employees, agents or representatives, agrees to abide by the foregoing rules and by any amendments and additional rules that may be put into effect by ASRM.