



**2024 CREOG & APGO ANNUAL 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 Council on Resident Education in Obstetrics and Gynecology (CREOG) of the American College of Obstetricians and Gynecologists (ACOG) and the Association of Professors of Gynecology and Obstetrics (APGO) to the exhibitor/exhibiting company, their staff, officers or agents. Together these documents comprise the contracts between ACOG, APGO 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 and APGO representatives jointly.

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:

- May 1, 2023...50% due with applications submitted prior to May 1, 2023.
- May 1, 2023 – October 31, 2023...50% due with application.
- After October 31, 2023...100% due with application. CREOG & APGO requires payment in full no later than October 31, 2023.
- 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:
CREOG & APGO Exposition Management, c/o SPARGO, Inc.
11208 Waples Mill Road, Suite 112 ☐ Fairfax, VA 22030

The APGO tax ID number is 47-6057648. Email creogapgo@apgo.org for APGO's W9.

3. ELIGIBILITY TO EXHIBIT

To exhibit at the 2024 CREOG & APGO Annual Meeting, all organizations must be approved by ACOG and APGO. 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 and APGO reserve the right to modify the eligibility criteria or to revoke its approval at any time and for any reason. If ACOG and APGO revoke the approval, ACOG and APGO 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 JW Marriott San Antonio Hill Country Resort & Spa where the CREOG & APGO Annual Meeting is held; 3) applicable terms of all leases and agreements between

ACOG, the American College of Obstetricians and Gynecologists, ACOG Landholding and APGO and the managers or owners of the facility; 4) the terms of any and all leases and agreements between ACOG and APGO 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 or APGO and the owners or managers of the facility.

The fact that a product, service or company is advertised or exhibited at the CREOG & APGO Annual 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 in 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 CREOG & APGO Annual Meeting.

5. VIOLATIONS

ACOG and APGO reserves the right to remove any exhibit or bar future exhibition participation if, in ACOG or APGO's opinion, the exhibitor disregards or refuses to observe the CREOG & APGO Annual Meeting or the JW Marriott San Antonio Hill Country Resort & Spa 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 and APGO written/verbal instructions. If an exhibitor removal does occur, ACOG and APGO 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 and APGO's opinion, an exhibitor flagrantly disregards ACOG and APGO's guidelines, policies or directives, ACOG and APGO reserve the right to impose an appropriate penalty which may not be stated above.

6. INDEMNIFICATION AND WAIVER

Exhibitor shall indemnify and hold harmless the JW Marriott San Antonio Hill Country Resort & Spa to the same extent that ACOG and APGO are required to do so pursuant to ACOG and APGO's agreement with the JW Marriott San Antonio Hill Country Resort & Spa: Exhibitor shall indemnify, hold harmless, and defend the JW Marriott San Antonio Hill Country Resort & Spa, SPARGO, Inc., Alliance Exposition Services, 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 and APGO's choice, and hold harmless ACOG, ACOG Land Holding Corporation, the ACOG Foundation, the Association of Professors of Gynecology and Obstetrics 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 APGO 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 JW Marriott San Antonio Hill Country Resort & Spa and shall also comply with all the insurance provisions required of ACOG and APGO pursuant to ACOG and APGO's agreement with the JW Marriott San Antonio Hill Country Resort & Spa.

Exhibitor shall promptly advise ACOG and APGO 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 Texas.
- 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 and APGO 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, APGO and the JW Marriott San Antonio Hill Country Resort & Spa. The required policies shall be endorsed to name ACOG, ACOG Land Holding Corporation, the ACOG Foundation, the Association of Professors of Gynecology and Obstetrics, 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 JW Marriott San Antonio Hill Country Resort & Spa 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, APGO, and an exhibitor resulting from the participation in the exhibition or related activities of the CREOG & APGO Annual 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 and APGO determine 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 and APGO can ensure this is an appropriate audience and forum. ACOG and APGO 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 and APGO.

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 and APGO 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 and APGO are 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 and APGO, 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 CREOG & APGO Annual Meetings and removal from the CREOG & APGO Annual 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 ACSM and District and Section meetings:
 - 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 the 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 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 ACSM and District/Section 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. SURVEYS AND QUESTIONNAIRES

These guidelines are for exhibiting companies that are asking convention registrants to complete a survey/questionnaire for marketing research or analysis purposes.

Exhibitor is solely responsible for complying with all applicable laws and regulations regarding privacy and human subject research and must obtain any required consents from participants.

- Written approval from ACOG and APGO is necessary if an exhibitor wishes to have meeting attendees' complete surveys or questionnaires. Submission of sample survey or questionnaire must be received by January 19, 2024. Submit surveys and questionnaires to Exhibits Management via email to apgoexhibits@spargoinc.com for approval.
- A copy of the survey or questionnaire must be submitted with a written statement of the purpose, specific identification of who will have access to the information provided by the survey questionnaire, and whether the information will be used in ads, publications, or statements to any news or media source.
- All meeting participants must be allowed to complete a survey if they so desire.
- An exhibitor may not deny an attendee from participating in a survey or questionnaire based on age, sex, race, or any other reason.

- Exhibitor must share the results of any survey with ACOG and APGO.

15. SECURITY

Twenty-four-hour guards will be provided beginning at 9:00 AM on Wednesday, February 28, 2024, until 3:00 PM, Friday, March 2, 2024, to protect exhibits against loss. However, neither ACOG, APGO, Alliance Exposition Services, nor the JW Marriott San Antonio Hill Country Resort & Spa can assume liability for any loss or damage.

16. DAMAGE OR LOSS

The Hotel (JW Marriott San Antonio Hill Country Resort & Spa) 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.

17. 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 Alliance Exposition or APGO 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.

18. EXHIBIT HOURS/READINESS

Exhibits must be in place ready for inspection at 4:00 PM, Wednesday, February 28, 2024. The Exhibit Hall will be open for early-bird installation of islands and multiple booths on Wednesday, February 28, 7:00 AM – 9:00 AM. General move-in for all others is on Wednesday, February 28, 9:00 AM – 4:00 PM. Exhibit hours are as follows: Wednesday, February 28, 5:30 PM – 7:30 PM, Thursday, March 1, 9:30 AM – 3:00 PM, and Friday, March 2, 9:30 AM – 3:00 PM. In addition, there will be morning coffee, mid-morning refreshment breaks, and dessert breaks in the Exhibit Hall on Thursday and Friday. Admission to the Exhibit Hall is by badge only.

Exhibits must remain intact until 3:00 PM, Friday at which time dismantling may commence. The Exhibit Hall must be cleared no later than 7:00 PM on Friday. Companies who begin dismantling before the show closes risk exclusion from future shows.

ACOG and APGO reserve the right to assign labor to set up any display that is not in the process of being erected by 1:00 PM on Wednesday, February 28. Islands and booths not in the process of being erected by 10:00 AM on Wednesday, February 28, will be assigned labor to set up. The exhibitor will pay the charge for this labor.

19. EXHIBIT STAFF REGISTRATION AND BADGES

Each commercial booth allows a **maximum of** four personnel. Each exhibiting company at the CREOG & APGO Annual Meeting is allowed up to four (4) badges good for admission to the Exhibit Hall and **does not** include educational sessions and ticketed or meal functions.

There is a \$30 fee assessed for each badge printed or reprinted on-site or changes made to booth personnel after February 13, 2024.

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

20. NO SMOKING POLICY

Smoking is not permitted in the Exhibit Hall at the CREOG & APGO Annual Meeting.

21. CHILDREN

It is important to ACOG and APGO that our CREOG & APGO Annual 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 2024 CREOG & APGO Annual Meeting:

- Newborns and breastfeeding infants will be allowed in any CREOG & APGO Annual Meeting venue when accompanied by a CREOG & APGO Annual Meeting-registered parent/guardian
- Children with a CREOG & APGO Annual 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 JW Marriott San Antonio Hill Country Resort & Spa
- 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 CREOG & APGO Annual 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

22. GUESTS

In order to maintain the business and educational atmosphere in the Exhibit Hall, ACOG and APGO discourage 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 and APGO 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 apgoexhibits@spargoinc.com who will then request the necessary approval from the Exhibit Chair, the CREOG Program Manager, the Senior Director of Educational Development & Testing, and/or the APGO Executive Director.

23. 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.

24. 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 CREOG & APGO Annual Meeting functions for meeting attendees and approved exhibitors. Nonexhibiting companies will not be allowed to display or demonstrate any services or products at the JW Marriott San Antonio Hill Country Resort & Spa or any hotel within the Annual Meeting housing block. We do not offer a walk-through of the Exhibit Hall to nonexhibiting companies.

25. NOVELTIES, SOUVENIRS, GIVEAWAYS

Exhibiting companies may be permitted to distribute giveaways in accordance with the AMA Ethical Guidelines and per COVID-specific guidelines.

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 raffle or give away an item that it could not otherwise give a Health Care Professional under these guidelines. These restrictions will not apply to non-profit exhibitors or to exhibitors outside of the healthcare sector.

26. 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.

27. CONTESTS AND DRAWINGS

Exhibitor raffles and drawings are permitted. It is the responsibility of the exhibitor to adhere to all applicable laws for the jurisdiction of the JW Marriott San Antonio Hill Country Resort & Spa. The winner need not be present to win. The winner's name should be posted in the exhibit space. Cash for prizes or for completing questionnaires is prohibited. (This also includes traveler's checks and gift credit/debit cards.)

28. CANCELLATION BY EXHIBITOR

Organizations participating in the exhibition may cancel this agreement at any time by written notice to Craig Baker at apgoexhibits@spargoinc.com. Exhibit space reductions and/or cancellations received on or before October 31, 2023, **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 November 1, 2023.** If exhibit space is cancelled on **November 1, 2023, or after**, the exhibitor will be responsible for paying any balance due for the exhibit space, if one exists.

29. NO SHOWS

Exhibiting companies that reserve exhibit space and do not provide ACOG and APGO with written notice of their inability to exhibit by **February 6, 2024, 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 and APGO.

30. CANCELLATION AND POSTPONEMENT OF ANNUAL MEETING

In the event that the CREOG & APGO Annual Meeting is postponed due to any occurrence not occasioned by the conduct of the ACOG, APGO 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 2024 CREOG & APGO Annual 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 and APGO through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later.

31. 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 Alliance Exposition or APGO 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 and APGO does not allow scanning of human models or animals. Bone density and/or ultrasound scanning of meeting participants may be approved on a case-by-case basis. Please email your written request to: apgoexhibits@spargoinc.com. Be sure to provide a detailed letter with the specifications of the equipment you will be using, how it will be used, and a sample of a liability waiver that participants will sign holding ACOG and APGO harmless. This waiver must be approved by ACOG and APGO.

32. 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.

33. RESPONSIBILITY OF ACOG, APGO AND THE JW MARRIOTT SAN ANTONIO HILL COUNTRY RESORT & SPA

It is expressly agreed that ACOG, APGO, SPARGO, Inc., or the JW Marriott San Antonio Hill Country Resort & Spa 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.

34. 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.

35. 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.

36. 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.

37. DISMISSAL

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

38. 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 CREOG & APGO Annual Meeting, including the Welcome Reception and the APGO Alumni Reunion Bash. No CME activities may be planned by anyone other than ACOG and

APGO. Unofficial activities are those not supported by ACOG and APGO. 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 Craig Baker or Jazelle Taylor at apgoexhibits@spargo.com. Organizations that schedule and/or attempt to hold private functions in conflict with the official CREOG & APGO program without first obtaining permission and paying the event fee will be required to cease the activity, may result in dismissal from the 2024 CREOG & APGO Annual Meeting and forfeiture of the right to participate in future meetings. This policy will be strictly enforced.

39. EQUIPMENT

Booth equipment provided by ACOG, APGO, the JW Marriott San Antonio Hill Country Resort & Spa, or Alliance Exposition 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.

40. FOOD AND DRUG ADMINISTRATION (FDA)

Exhibitors with products or devices regulated by the FDA are reminded that any mention of product names that is accompanied by information on usage and indications is considered advertising and is subject to applicable FDA guidelines. Exhibitors must also comply with the FDA restrictions on the promotion of investigational and pre-approved drugs and of approved drugs for unapproved uses. Information and guidance may be obtained from the FDA Division of Drug Marketing, Advertising, and Communications, 5600 Fishers Lane, Rockville, MD 20857, (301) 227-6822. Additional information is available through the FDA's medical advertising information line, (800) 238-7332. If FDA approval is required, then you must have FDA Approval before ACOG and APGO will allow you to exhibit your product. Single product exhibitors who are awaiting FDA approval must forward evidence of FDA approval by February 14, 2024, in order to be eligible to exhibit. Companies that exhibit multiple products have exhibited in previous CREOG & APGO Annual Meetings and are awaiting FDA approval or a new pharmaceutical or device must submit evidence of FDA approval by February 21, 2024, if the company desires to exhibit that product at the 2024 CREOG & APGO Annual Meeting. If FDA approval is not obtained by the February 21, 2024, deadline, the exhibitor may only exhibit those products that have FDA approval and are related to women's health care. Evidence of FDA approval may be submitted to Craig Baker at apgoexhibits@spargo.com or by mail to SPARGO, Inc., Attn: Craig Baker, 11208 Waples Mills Road, Suite 112, Fairfax, VA 22030

41. PHOTOGRAPHY

Recording video and taking photographs (with film or digital devices, including camera phones), other than by the official CREOG & APGO Annual 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 CREOG & APGO official photographer/videographer. Exhibitors grant permission to the CREOG & APGO Annual Meeting official photographers/videographers to take photographs or video of the exhibitor's booth and exhibitors' employees and contractors during the CREOG & APGO Annual

Meeting. In addition, the Exhibitors, on behalf of the exhibiting company, their employees, and contractors also grant the ACOG and APGO 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, APGO, and the JW Marriott San Antonio Hill Country Resort & Spa 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 Alliance Exposition, and Exhibitor shall in any event provide Alliance Exposition with copies of all bills of lading. All shipments and deliveries to the CREOG & APGO Annual Meeting shall be prepaid. Exhibitor shall not incur any obligation to Alliance Exposition 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, CREOG or APGO 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. Hanging banners from the Exhibit Hall ceiling is not permitted.

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) and the Association of Professors of Gynecology and Obstetrics (APGO) are committed to providing a safe and welcoming environment for all participants at ACOG and APGO 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 www.acog.org/meetingspolicy. If you are being harassed, or see someone else being harassed, please call (844) 460-6615. You may also email comments or concerns to meetingspolicy@acog.org.

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