



SSO HUB RULES & REGULATIONS

SOCIETY OF SURGICAL ONCOLOGY GENERAL RULES AND REGULATIONS

These rules and regulations are a bona fide part of the contract for support level with the Society of Surgical Oncology (SSO) and SPARGO, Inc. hereinto after referred to as SSO Exposition Management. SSO Exposition Management reserves the sole right to render all interpretations, amend and enforce these regulations and to establish any and all further regulations not specifically covered below to assure the general success and wellbeing of the SSO HUB. Each Supporter, for himself, his employees, and his contractors, agrees to abide by these regulations and by any amendments or additions hereafter made by SSO Exposition Management. SSO Exposition Management reserves the right to decline, prohibit, deny access or remove any HUB display which in its sole judgment is contrary to the character, objectives, and best interests of the SSO HUB or suitable for its attendee audience. This reservation includes, but is not limited to, any violation of any public policy or these rules and regulations and extends to persons, things, printed matter, products, and conduct. SSO reserves the right to refuse applications for any reason, as well as the right to curtail HUB displays or parts of displays. The decision and interpretation of SSO Exposition Management shall be accepted as final in all cases.

PAYMENT OF SPACE

Deposit of 50% due May 30, 2019 for applications submitted prior to May 30, 2019. Applications submitted between May 30, 2019 - November 25, 2019, must be accompanied by a 50% deposit of the total support level cost. Full payment is due with applications submitted after November 25, 2019. (Payable in U.S. Funds and drawn on a U.S. Bank).

CANCELLATION AND REFUNDS

All cancellations of support must be received in writing by SSO Exposition Management. If support level is reduced, the net reduction of support level will be treated as a cancellation of that support level. If SSO Exposition Management receives a written request for cancellation of support level through May 30, 2019 the Supporter will incur a 0% cancellation penalty. Supporters submitting written requests for cancellation of support May 30, 2019 through November 25, 2019 will incur a 50% cancellation penalty and the Supporter will be eligible for a full refund minus 50% of the total support level cost.

Any cancellations received in writing after November 25, 2019 will incur a 100% cancellation penalty and the Supporter will be issued no refund of any monies received by SSO Exposition Management for said cancelled support level. Failure to make payments does not release the contracted or financial obligation(s) of the Supporter. It is expressly agreed by the Supporter that, upon failure to pay the support level fee at the times specified, or failure to comply with any other provisions contained in these rules and regulations concerning his use of HUB space, SSO Exposition Management shall have the right to reassign the confirmed HUB location or to take possession of said HUB space and contract same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by the Supporter, as set forth in the previous sentence, the Supporter shall forfeit as liquidated damages the amount paid by him for his support level reservation, regardless of whether or not SSO Exposition Management enters into a further contract for the HUB space involved. In case the SSO HUB shall not be held for any reason whatsoever, then and thereupon, the support level contract to the Supporter shall be terminated. In such case the limit claim for damage and/or compensation by the Supporter shall be the return to the Supporter of the pro rata amount already paid for the support level for this specific event.

ALCOHOLIC BEVERAGES

Supporters may not serve alcoholic beverages in the SSO HUB area except with the written permission of SSO Exposition Management.

AMERICANS WITH DISABILITIES ACT

Supporters acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their HUB space accessible to handicapped persons. Supporter shall also indemnify and hold harmless SSO, its employees, agents, or representatives and the facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Supporter's failure to comply with the Act.

ATTORNEYS' FEES

Should SSO Exposition Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement, or to protect in any manner its interest or interests under this agreement, SSO Exposition Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

CONTESTS, DRAWINGS AND LOTTERIES

All unusual promotional activities must be approved in writing by SSO Exposition Management no later than sixty (60) days prior to the opening of the exhibition.

CONTROVERSIAL PROCEDURES

Diagnostic and therapeutic modalities advocated by Supporters should be in compliance with the standards of practice endorsed by the Executive Council of the Society of Surgical Oncology. Should a potential Supporter have a question in this regard, that Supporter should contact SSO Exposition Management before the meeting opens.

COPYRIGHT LICENSING

Supporter is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Supporter shall indemnify and hold harmless SSO, its employees, agents, or representatives and facility against cost, expense, or liability which may be incident to, arise out of or be caused by Supporter's failure to obtain requisite license.

EXHIBITOR INSURANCE

The Supporters 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 SSO, SPARGO, Inc., Hynes Convention Center, and Freeman as an additional insured. During the term hereof, the Supporters shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all of Supporter's employees engaged in the performance of any work for Supporter. All property of the Supporter is understood to remain under its custody and control in transit to and from the confines of the hall. Proof of such insurance, including a Certificate of Insurance, shall be provided to SSO or its agent or representative within three (3) calendar days after request, time being of the essence. Failure to remit such proof shall be a material breach of this agreement.

FDA REGULATIONS

Supporters shall comply with all applicable Food and Drug Administration (FDA) regulations, including, without limitation, FDA restrictions on the promotion of investigational and preapproved drugs and devices and the FDA prohibition on promoting approved drugs and devices for unapproved uses.

FOOD PRODUCTS

Food products may not be distributed unless they are the products being promoted at the SSO HUB or they are used to demonstrate the company's product(s). Food products must be approved by the Hynes Convention Center exclusive food and beverage provider and SSO Exposition Management. Special fees may apply. Food must be wrapped or in a container and not cause litter in the exhibit area. Supporters are responsible for keeping their zone areas or kiosks litter free.

GIVEAWAYS

The American Medical Association has adopted guidelines governing gifts to physicians from industry. These guidelines have been endorsed by SSO and other medical organizations and by the Pharmaceutical Manufacturers Association. Novelty gifts or souvenirs not manufactured by the exhibiting company must be submitted to SSO Exposition Management for review. These premiums should be items that can be used during the meeting or in the professional activities of the attendee. The "Notification of Intent to Distribute Premium or Novelty Items" form will be included in your Exhibitor Service Manual and must be returned to SSO Exposition Management for approval by February 21, 2020. SSO Exposition Management may withhold or withdraw permission to distribute souvenirs, advertising, or other material it considers objectionable. Supporters may not distribute unofficial badges or company nameplates. No helium balloons may be used as booth decoration or inflated to distribute to visitors.

INDEMNIFICATION

Neither SSO, nor SSO Exposition Management 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 Supporter or to Supporter'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, Supporter expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless the conference/exhibition sponsor, SSO Exposition Management 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 Supporter, Supporter's agents, employees or representatives.

LITERATURE DISTRIBUTION

All demonstrations or other activities must be confined to the limits of the Supporters space. Distribution of circulars may be made only within the space assigned to the Supporter distributing such materials. No advertising circulars, catalogs, folders or devices shall be distributed by Supporters in the aisles, meeting rooms, registration areas, lounges or grounds of the host facility unless approved by SSO Exposition Management. Trade publishers are prohibited from soliciting advertising during the Meeting. Trade publications may be distributed from their contracted space, but automatic distribution is prohibited unless approved by SSO Exposition Management. Distribution of Supporter materials is not permitted to attendee sleeping room doors, meeting rooms or anywhere else in the hotel and/or convention center facility except in the specified HUB space unless approved and coordinated by SSO Exposition Management.

LIVE ANIMALS

Live animals are prohibited.

OPERATION OF SSO HUB

SSO Exposition Management reserves the right to restrict the operation of, or evict completely, any display which, in its sole opinion, detracts from the general character of the SSO HUB as a whole. This includes, but is not limited to, a display which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by SSO Exposition Management to be objectionable to the successful conduct of the exhibition as a whole. Use of so called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the Supporter's space. Sufficient space must be provided within the supporter's space for the comfort and safety of persons watching demonstrations and other promotional activities. Each Supporter is responsible for keeping the aisles near its zone area or kiosk free of congestion caused by demonstrations or other promotions. The use of celebrity spokespersons, magicians, fortune-tellers, dancers, mimes, puppet shows, other entertainment or special promotional activities is prohibited unless Supporter has written permission from SSO Exposition Management.

PICTURE TAKING, VIDEOTAPING/AUDIO TAPING

SSO HUB Participants are not permitted to photograph, audiotape or videotape in the HUB without prior approval from SSO. Capturing of education or scientific sessions and any of the programs and/or posters presented at the SSO 2020 International Conference on Surgical Cancer Care is strictly prohibited.

PROPERTY DAMAGE

None of SSO Exposition Management nor Supporter shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion, or other insurable casualty, and SSO Exposition Management and Supporter expressly

waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the exhibition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of SSO Exposition Management and Supporter, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

SIGNAGE

Signs for SSO Exposition Management approved sponsored functions are permitted but limited to two (2) per hotel and must have prior written approval from SSO Exposition Management. Signage for product or activity promotion is not permitted outside the space contracted unless specifically authorized by SSO Exposition Management.

SOCIAL ACTIVITIES

Any social function or special event planned by a supporting company to take place during the meeting dates must be pre-approved by SSO Exposition Management. Supporter agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and SSO HUB activities, including HUB hours, social functions, educational seminars and any other related activities scheduled by SSO Exposition Management. Social and hospitality functions should be handled on an invitation only basis. Host companies must make it clear to their guests that the event is not an official SSO function. Host companies agree to assume all liability, arising out of or in conjunction with such functions and agree to indemnify SSO Exposition Management against any and all liability and claims and demands arising out of or in connection with the foregoing undertakings and responsibilities of the Supporter. Hospitality functions within the hotel may only be advertised via the hotel activities board and must be cleared through the hotel management. No lobby signs are permitted.

SOUND

HUB displays which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent Supporters and their patrons, nor cause the aisles to be blocked. Operators of noisemaking displays must secure approval of operating methods before the exhibit opens. SSO Exposition Management shall be the sole judge of what constitutes appropriate sound levels.

SSO HUB PARTICIPANTS AND PUBLIC POLICY

Each Supporter is charged with knowledge of all state, county, and city laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in the SSO HUB. Compliance with such laws is mandatory for all Supporters and the sole responsibility is that of the Supporter. No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by the Supporter. The Supporter must, at his expense, maintain and keep in good order his exhibit and the space for which he has contracted. SSO Exposition Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual Supporter's space, materials and operation is concerned. Should a Supporter have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, SSO Exposition Management will endeavor to answer them.

PICTURE TAKING, VIDEOTAPING/AUDIO TAPING

SSO HUB Participants are not permitted to photograph, audiotape or videotape in the HUB without prior approval from SSO. Capturing of education or scientific sessions and any of the programs and/or posters presented at the SSO International Conference on Surgical Cancer Care is strictly prohibited.

STORAGE OF PACKING CRATES AND BOXES

Unattended freight in any display space as of one hour prior to HUB opening will be removed and stored at the supporter's sole risk and expense. Supporter will not be permitted to store packing crates and boxes in its zone area or kiosk during the HUB hours; but these, when properly marked, will be stored and returned to the zone area or kiosk by service contractors. It is the Supporter's responsibility to mark and identify its crates and boxes. Crates and boxes not properly marked or identified may be destroyed. SSO Exposition Management assumes no responsibility for the contents of crates or boxes improperly labeled as "empty." Because of the lack of storage facilities, it may be necessary to store empty crates, boxes and exhibit material outside the building. Every effort will be made to protect the crates from the elements, but none of SSO Exposition Management nor its service contractors will assume any responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged for at prevailing rates. Crates, boxes or other exhibit materials unclaimed by the Supporter after the conclusion of the move out period

for the SSO HUB will be removed at the Supporter's expense. Supporters will be billed by the service contractor for removal time and materials at prevailing rates. Neither SSO Exposition Management, the service contractor, nor the convention center shall assume any liability whatsoever for loss or damage.

SUPPORT LEVEL AND ASSIGNMENT OF LOCATION

Whenever possible, support level assignments will be made by SSO Exposition Management in keeping with the preferences as to HUB location requested by the Supporter. SSO Exposition Management, however, reserves the right to make the final determination of all support level assignments in the best interests of the SSO HUB.

SUPPORTER REPRESENTATIVES

Supporter representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Supporter badges are not to be issued to registrants who should pay the registration fee or to representatives of leasing companies, financial institutions, suppliers, vendors or others who wish to gain admittance for the purpose of making contacts.

SUPPORTER REPRESENTATIVES RESPONSIBILITY

SSO, its show management company or other agents, representatives, shareholders, officers, directors, employees or contractors shall not be responsible for any injury, loss, or damage that may occur to Supporter or to Supporter'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 SSO HUB event. By signing this Agreement, Supporter expressly and voluntarily and knowingly assumes all such risk and expressly agrees, and hereby does, indemnify, defend and hold harmless SSO, 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 Supporter's agents, employees or representatives.

USE OF CERTAIN PROPERTY

Supporter will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in the Supporter's space. Supporter shall indemnify, defend and hold harmless SSO Exposition Management the city and their officers, directors, members, agents, and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees, and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

USE OF INDEPENDENT CONTRACTORS

Supporters who plan to use the services of anyone other than the official service contractor must notify SSO Exposition Management at least thirty (30) days in advance of show dates by completing the "Request for Use of Exhibitor-Appointed Contractor" form included in your SSO HUB Service Manual. This includes exhibit designers and builders, audiovisual and computer suppliers, florists, security firms, photographers, etc. Independent contractors must perform all services in a professional manner in accordance with the SSO HUB rules and regulations, not engage in solicitation of business on the SSO HUB floor for present or future conventions, the Exhibitor appointed contractor must have all licenses, permits or bonding required by the federal, state, county or municipal governments and the Convention Center or Hotel management prior to commencing work, and shall provide SSO Exposition Management with evidence of compliance, provide an original Certificate of Insurance to SSO Exposition Management two (2) weeks prior to the show dates. The insurance certificate must prove the policy will be in effect during the published installation and dismantling dates. Comprehensive general liability insurance against claims for bodily injury or death and property damage of not less than \$1,000,000 for each occurrence and an active worker's compensation insurance policy covering all permanent employees and temporary labor hired to perform work on this event are required, order decorator labor in advance, either with the official service contractor or directly from the union or from Exhibitor appointed contractor.

USE OF SPACE, SUBLETTING OF SPACE

No Supporter shall assign, sublet or share the space allotted with another business or firm unless approval has been obtained in writing from SSO Exposition Management. Supporters are not permitted to feature names or advertisements of non-supporting manufacturers, distributors or agents in the Supporter's display, parent or subsidiary companies excepted. Supporters must show only goods manufactured or dealt in by them in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in a Supporter's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business.

No firm or organization not assigned HUB space will be permitted to solicit business within the HUB Areas.

WAIVER

SSO Exposition Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by SSO Exposition Management. No delay or omission by SSO Exposition Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of such rights in writing on one occasion shall not be construed as consent to or a waiver of any right or remedy on any future occasion.

OTHER REGULATIONS

Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of SSO Exposition Management. SSO Exposition Management shall have full power to interpret, amend, and enforce these rules and regulations, provided supporters receive notice of any amendments when made. Each supporter and its employees agree to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence. Supporters or their representatives who fail to observe these conditions of contract or who, in the opinion of SSO Exposition Management conduct themselves unethically may immediately be dismissed from the HUB area without refund or other appeal.