

# RULES & REGULATIONS

## 1. Definitions

In these conditions, the following terms have the following meanings:

- 1.1 Booking form: the booking form to which these conditions are attached setting out the details of the package or such other document setting out the details of the package as EuroMediCom may choose in its sole discretion to accept;
- 1.2 Client: the person, company or other entity set out in the booking form;
- 1.3 Closing Date: the last date on which the exhibition is open to members of the public;
- 1.4 Conditions: these terms and conditions;
- 1.5 Contract: together, these conditions and the booking form;
- 1.6 Exhibition: the exhibition organized by EuroMediCom set out in the booking form;
- 1.7 Event: the event organized by EuroMediCom for which the exhibition is related.
- 1.8 Fees: the fees payable by client for the package set out in the booking form;
- 1.9 Force Majeure Event: any event arising that is beyond the reasonable control of EuroMediCom (including, without limitation, royal demise, venue damage or cancellation, industrial dispute, governmental regulations or action, military action, epidemic, fire, flood, disaster, third party contractor/supplier failure, civil riot, acts of terrorism or war);
- 1.10 Intellectual Property Rights: trademarks, logos, trading names, rights in design, copyrights, database rights and all other intellectual property right or analogous rights, whether registered or unregistered, anywhere in the world;
- 1.11 EuroMediCom: EuroMediCom SASU, Part of Informa Group Plc, 2 rue de Lisbonne 75008 Paris France
- 1.12 Manual: the manual (if any) provided to client by EuroMediCom in respect of the exhibition, as updated by EuroMediCom from time to time;
- 1.13 Materials: all materials and EuroMediCom of client including, without limitation, logos, artwork and profile, required by EuroMediCom for the purposes of the sponsorship;
- 1.14 Owners: the owners and/or management of the venue;
- 1.15 Package: the space and/or sponsorship package in relation to the exhibition set out in the booking form;
- 1.16 Space: the exhibition space allocated to client set out in the booking form;
- 1.17 Sponsorship: the sponsorship element of the package set out in the booking form;
- 1.18 Venue: the venue at which the exhibition is to be staged.

## 2. Package

Once submitted to EuroMediCom, a booking form is irrevocable by client.

EuroMediCom reserves the right to reject any booking form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by EuroMediCom to client (whether or not it is received).

## 3. Fees

3.1 Client shall pay the fees in cleared funds in accordance with the payment terms stated in the booking form. Without prejudice to any other right or remedy it may have, if EuroMediCom does not receive the fees in cleared funds by the due date for payment, EuroMediCom shall be entitled to:

- (i) refuse client, its employees and other representatives entry to the exhibition, and/or (ii) refuse to provide any element of the package.
- 3.2 It is the intent of the parties that EuroMediCom will receive the fees net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes (taxes), all of which shall be paid solely by client. If and to the extent that any taxes are levied upon, or found to be applicable to, the whole or any portion of the fees, the amount of the fees shall be increased by an amount necessary to compensate for the taxes (including, without limitation, any amount necessary to "gross up" for taxes levied on the increase itself).

## 4. Client's general obligations

4.1 Client shall comply with (i) all laws (including, without limitation, all laws relating to anti-bribery and corruption or trade sanctions), (ii) any instructions issued by EuroMediCom or the owners (including, without limitation, in relation to health and safety or security requirements), and (iii) the provisions of the Manual (if any), including, without limitation, any rules, regulations and operational requirements stated therein.

4.2 Client warrants that: (i) it has the right, title and authority to enter into this contract and perform its obligations hereunder, and (ii) the person signing this contract on behalf of client has the requisite authority to do so.

4.3 Client, its employees and other representatives must not: (i) act in any manner which causes offence, annoyance or inconvenience to EuroMediCom, the owner or any other exhibition attendees; (ii) do anything which might adversely affect the reputation of EuroMediCom, the owners or the exhibition, and/or (iii) cause or permit any damage to the venue or any part thereof or to any fixtures or fittings which are not the property of client.

4.4 Client is required to be adequately insured to participate in the exhibition. Client shall itself take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than US\$2,000,000 per occurrence or claim. EuroMediCom shall be entitled to inspect client's insurance policy on request.

4.5 Client is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the exhibition is held. If client, its employees and other representatives cannot attend the exhibition due to a failure to obtain such documentation, the fees shall remain due and payable in full.

4.6 Client consents to its details (including, without limitation, its name, logo or any other EuroMediCom being: (i) published in the exhibition show guide and any other exhibition promotional materials, and (ii) displayed on the exhibition website. Although EuroMediCom shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.

4.7 All unauthorised filming, sound recording and photography of the exhibition and transmission of audio or visual material is expressly prohibited. Client consents to: (i) the filming, sound recording and photography of the exhibition, which may include client's employees and other representatives, and (ii) the use by EuroMediCom of any such film, sound recording or photography anywhere in the world for promotional and other purposes.

## 5. Specific terms relating to space

5.1 EuroMediCom reserves the right at any time to make such alterations in the floor plan of the exhibition or in the specification of the space as EuroMediCom in its absolute opinion considers to be in the best interests of the exhibition, including, without limitation, altering the size, shape or position of the space and/or the exhibition stand therein. If the size of the space is reduced, client will receive a pro-rata refund of the fees payable in respect of the space.

5.2 EuroMediCom permits client to use the space for the purpose of displaying exhibits at the exhibition. Such use shall not constitute a tenancy and client shall have no other rights to or interest in the space. Client is only permitted to conduct business from the space and shall not canvass or solicit for business in any other area of the venue.

5.3 Client undertakes: (i) to occupy the space in time for the opening of the exhibition, (ii) at all times during the exhibition to ensure that its exhibition stand is staffed by competent personnel and is clean, tidy and well presented (failing which, EuroMediCom reserves the right without liability to arrange for this to be done at client's risk and expense), and (iii) not to close its exhibition stand prior to the closing of the exhibition.

5.4 Client shall not permit the display of any exhibits that do not exclusively relate to client's own commercial activities. EuroMediCom reserves the right without liability to remove any exhibit which EuroMediCom considers in its reasonable opinion contravenes any law, infringes the intellectual property rights of any third party, is likely to cause offence or which otherwise does not comply with these conditions. In addition, advertising materials, other than official meeting advertising programs, cannot be distributed outside the exhibition's booth. This applies to distributing flyers, congress announcement, handbills, invitations, magazines or other advertising materials to attendees. Distributing materials in any part of the convention center or hotels used by the congress is prohibited.

5.5 EuroMediCom will be responsible for setting-up a shell scheme for client's exhibition stand in the space only where it has expressly agreed to do so in the booking form. Client is solely responsible for all aspects of dressing and branding the space.

5.6 Unless the provisions of condition 5.5 apply, client is solely responsible for all aspect of the setup of the space, including, without limitation, the shell scheme and exhibition stand construction, branding and dressing.

5.7 Client may not share the space with any third party without the prior written consent of EuroMediCom. If and to the extent that client is permitted to share the space, client shall remain responsible for the space in its entirety and shall be liable for any breach of the terms of this contract by any party with whom the space is shared.

5.8 If client is in breach of this contract or is otherwise engaged in any activity that might jeopardise the safety of the exhibition or any exhibition attendees, EuroMediCom reserves the right without liability to close client's exhibition stand.

5.9 Live demonstrations of any type of injection or invasive treatment (such as fillers, botulinum toxin, mesoroller, mesotherapy and others...) is strictly forbidden on the exhibition area and on booths.

The exhibitor is permitted to demonstrate the firm's equipment, to do informational presentations regarding the product line or service, and to distribute product information and related product material from the exhibit booth. The use of other than closed-sound systems will be permitted only with the prior written approval of the Exhibition Manager. Any exhibit may be closed if deemed by the organizer, in its sole discretion,

to have an excessive noise level. Exhibitors are responsible for obtaining appropriate licenses for any copyrighted music used in connection with their exhibit. Exhibitors must not use activities like dance show on their booth (or any other activities not related to the medical field).

## 6. Specific terms relating to sponsorship

6.1 Client shall: (i) provide EuroMediCom with all materials within any deadlines specified by EuroMediCom, and (ii) comply with EuroMediCom's specifications in relation to all materials. If client does not, EuroMediCom reserves the right to refuse to print or otherwise use any or all of the materials (but all fees in respect of the sponsorship shall remain due and payable in full).

6.2 Client shall ensure that all materials: (i) are accurate and complete and do not contain any information which may cause offence or be defamatory, and (ii) do not infringe the intellectual property rights of any third party.

6.3 Although EuroMediCom shall take reasonable care in the production of any material incorporating the materials, it shall not be liable for any errors, omissions or misquotations that may occur. All materials are subject to the approval of EuroMediCom. EuroMediCom reserves the right to reject any materials at any time after receipt. EuroMediCom will use its reasonable endeavours to provide the sponsorship in the size, position and manner as specified in the booking form, but shall not be liable where reasonable modifications are made.

6.4 Client hereby grants to EuroMediCom a non-exclusive, royalty free licence to use the materials and client's details in connection with the creation of any materials relating to the exhibition.

Client acknowledges that, in view of the time and cost required in preparing such materials, in circumstances where this contract is terminated EuroMediCom may at its discretion continue to use the materials and client's details after termination of this contract where the time and cost required to remove the same from any materials relating to the exhibition cannot reasonably be justified by EuroMediCom.

6.5 If client is in breach of this contract, EuroMediCom reserves the right without liability to refuse to use any materials or provide any element of the sponsorship.

6.6 Exhibiting companies will be required not to sponsor conflicting events out of the ones proposed, supported or sold by EuroMediCom. Conflicting events being scientific or educational meetings of interest and relevant to the same type of audience as the EuroMediCom's event participants, including but not limited to: lectures, presentations, seminars or workshops that would be scheduled at the same time or 2 days before and after the event.

6.7 EuroMediCom reserves all the rights for all videos recorded during the workshops/symposia organized in the framework of the event.

## 7. Selling and order taking

Sales are permitted if transactions are conducted in an appropriate professional and businesslike manner. EuroMediCom reserves the right to restrict sales activities that it deems inappropriate or unprofessional. It is the responsibility of each exhibitor to collect and remit all sales taxes. It is the responsibility of the participants to verify that products they want to buy is being authorized or in accordance with the legislation. EuroMediCom is not responsible for the products in demonstration.

The exhibitors will have to leave the sites occupied by them, and in particular the fitted carpet of stand, in the same condition as they will have found them. It is prohibited to nail, screw, stick etc, on the structure. Any deterioration will be invoiced to the exhibitor. It is absolutely prohibited to carry out any work concerning the conduits of water, compressed air, the electric circuits, telephone, hoist, water pipelines or of draining, and elevators. It is also prohibited to make holes for fixing or sealing, taking off gates, fixing antennas etc. Any damage caused for non-observing the above will be charged of the exhibitor.

Security access will have to remain accessible to the concerned services of the venue. It is forbidden to place panel claims or company signs or ads outside of the stands or on any other location than the ones reserved for that use. In case of infringement of this rule, EuroMediCom will be entitled to remove the related element without any preliminary formal warning, and any related cost would be charged to the exhibitor. EuroMediCom reverses the right to refuse a stand installation or opening if the corresponding payment would not have been paid in full by the client at the time of the event opening.

## 9. Customs and Handling

It will be up to each exhibitor to carry out and clear the customs formalities for any of their products and goods coming from abroad. EuroMediCom cannot be taken as responsible for any related difficulty which could occur at the time of these formalities. The handling of the concerned goods or products is under the responsibility of the exhibitor.

## 10. Safety Measures

The opening authorization could be refused to any stands that would not observe the security regulation of the venue. EuroMediCom declines all responsibility if an exhibitor would be instructed to close its stand by the venue Security Commission.

11. Visitor, delegate or client's personnel/sub-contractor passes and/or delegate passes are issued by the venue. EuroMediCom cannot be taken as responsible for any related difficulty which could occur at the time of these formalities. The handling of the concerned goods or products is under the responsibility of the exhibitor.

## 12. Limitation of rights granted

Client's rights in relation to the exhibition are strictly limited to those set out in the package. Client shall be permitted to advertise in a proportionate manner on its own website the fact of its attendance and participation in the exhibition, including, without limitation, by providing a web link to the exhibition's website, provided that EuroMediCom may request at any time and for any reason that client removes any such advertising and client shall be required to comply with any such request promptly. Client is not permitted to: (i) exploit any rights of a commercial nature in connection with the exhibition; (ii) establish a website relating to the exhibition; or (iii) otherwise promote or advertise its association with the exhibition, or any other exhibition, except as expressly stated herein or with the prior written consent of EuroMediCom. Nothing in this contract shall be construed as granting to client any right, permission or licence to use or exploit the Intellectual Property Rights of the EuroMediCom Group.

## 13. Changes to the exhibition

EuroMediCom reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, venue and timings of the exhibition. If any such changes are made, this contract will continue to be binding on both parties, provided that the package shall be amended as EuroMediCom considers necessary to take account of the changes.

## 14. Cancellation and changing the date of the exhibition

14.1 EuroMediCom reserves the right to cancel or change the date of the exhibition at any time and for any reason (including, without limitation, if a force majeure event occurs which EuroMediCom considers makes it impossible, inadvisable or impracticable for the exhibition to be held).

14.2 In the event that the date of the exhibition is changed or where the exhibition is cancelled for the current year but is reasonably expected by EuroMediCom to be held in the following year, this contract will continue in full force and effect and the obligations of the parties shall be deemed to apply to the exhibition on the new date (or the exhibition in the following year, as the case may be) in the same way that they would have applied to the originally scheduled exhibition. For the avoidance of doubt, nothing in this condition 14.2 shall excuse client from the payment of the fees in accordance with the payment terms stated in the booking form.

14.3 Where the exhibition is cancelled and is not reasonably expected by EuroMediCom to be held in the following year the terms of this condition 14.3 shall apply:

14.3.1 If the exhibition is cancelled other than as a result of a force majeure event (in which case the provisions of condition 14.3.2 apply), this contract shall terminate without liability provided that, at client's election, any proportion of the fees already paid will be refunded or a credit note for the amount of the fees already paid will be issued and client will be released from paying any further proportion of the fees;

14.3.2 If the exhibition is cancelled as a result of a force majeure event, this contract shall terminate without liability provided that: (i) EuroMediCom shall be entitled to retain an amount equal to 50% of the total fees (the revised fees) from any proportion of the fees already paid or, where no fees have been paid or where the proportion of the fees already paid is less than the revised fees, EuroMediCom shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the revised fees, which will become immediately due and payable; and (ii) after the deduction of the revised fees, at client's election, any proportion of the fees already paid will be either refunded or a credit note issued for the amount of fees already paid and client will be released from paying any further proportion of the fees.

14.4 Client acknowledges that the provisions of this condition 14 set out client's sole remedy in the event of cancellation or the changing of the date of the exhibition and all other liability of EuroMediCom is hereby expressly excluded.

## 15. Cancellation by client

For any cancellation made by the client between signature of the contract and 4 months before the event, 50% of the fees shall remain due and payable. For any cancellation made between 4 months and the event date, the application for the package is irrevocable by client and client has no rights to cancel this contract. Save as expressly set out in these conditions, no refunds will be given and the fees shall remain due and payable in full.

## 16. Termination

16.1 EuroMediCom may terminate this contract without liability immediately at any time by written notice to client if client: (i) has committed a material breach of any of its obligations under this contract or any other agreement between any company within the EuroMediCom Group and client and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the exhibition); or (ii) goes into liquidation, is declared insolvent, ceases to carry on business or suffers any analogous event in any jurisdiction. Without prejudice to any other right or remedy it may have, in the event that EuroMediCom terminates this contract pursuant to this condition 16.1, EuroMediCom shall not be required to refund any fees received from client and EuroMediCom shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the fees which will become immediately due and payable.

16.2 EuroMediCom may terminate this contract without liability immediately at any time by written notice to client if EuroMediCom determines in its absolute discretion that the provision of the package to client is not in the best interests of the exhibition or EuroMediCom's legitimate commercial interests. In the event that EuroMediCom terminates this contract pursuant to this condition 16.2, any proportion of the fees already paid will be refunded and client will be released from paying any further proportion of the fees. Client acknowledges that the refund of fees paid is client's sole remedy in the event of termination by EuroMediCom under this condition 16.2 and all other liability of EuroMediCom is hereby expressly excluded.

16.3 EuroMediCom does not make any warranty as to the exhibition or location or remedy it may have. EuroMediCom reserves the right without liability to close client's exhibition stand, remove client's employees and other representatives from the exhibition, cover over any materials, remove and despatch any exhibits or other property of client to client's address (at client's risk and expense).

EuroMediCom shall be free to re-sell any aspects of the package as it shall think fit.

16.4 conditions 6.4, 8, 14, 15, 16, 17 and 18 shall survive termination of this contract.

## 17. Liability and indemnity

17.1 EuroMediCom does not make any warranty as to the exhibition or package in general, including, without limitation, in relation to: (i) the presence, absence or location of any other exhibitor, sponsor or exhibition attendee; or (ii) the benefit or outcome (commercial or otherwise) that client may achieve as a result of participating in the exhibition. Except as set out in these conditions, to the fullest extent permitted by law, EuroMediCom excludes all conditions, terms, representations and warranties relating to the exhibition and the package that are not expressly stated herein.

17.2 EuroMediCom shall not be liable to client for any loss or damage suffered or incurred by client in connection with the provision of any goods or services supplied by third parties in relation to the exhibition and/or the package, including, without limitation, the provision of utilities, freight shipment, transportation/delivery of materials and services supplied by third party contractors or the owners. Client acknowledges that services provided to client by EuroMediCom's official or recommended contractors are the subject of a separate agreement between client and the relevant contractor(s).

17.3 Subject to condition 17.5: (i) EuroMediCom shall not be liable to client for any (a) indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of goodwill or any other type of economic loss, or (b) loss (or theft) of or damage to the person, property and effects of client, its employees or other representatives, and (ii) EuroMediCom's maximum aggregate liability to client under this contract or otherwise in connection with the exhibition and/or the package shall be limited to the total amount of the fees paid by client.

17.4 Client shall indemnify EuroMediCom against: (i) any loss of or damage to any property or injury to or death of any person caused by any act or omission of client, its employees, other representatives or sub-contractors, and (ii) any loss, damage or expense suffered or incurred by EuroMediCom as a result of a third party claim that either (a) the display of any exhibits by client at the exhibition, or (b) EuroMediCom's receipt or use of the Materials, constitutes an infringement of the Intellectual Property Rights of any third party.

17.5 Nothing in these conditions shall exclude or limit any liability which cannot be excluded or limited by the applicable law.

17.6 The provisions of this condition 17 shall not be a bar to client's right to claim under any extended cover that may have been taken-up by client pursuant to condition 4.4, provided that client can demonstrate a claimable loss under the policy. Where client has taken-up extended cover and there is an occurrence which may give rise to a claim under the policy, client will advise EuroMediCom in writing immediately (but no later than 7 days from the closing date of the exhibition) and provide all related documentation that is necessary to assess the claim.

Client undertakes to cooperate with EuroMediCom, the insurer/underwriters and the designated loss adjuster (if any) with any investigations surrounding the claim. EuroMediCom undertakes to promptly forward to the insurer/underwriters and the designated loss adjuster (if any), within 7 days, claim submitted to it by client pursuant to the extended cover and to facilitate any investigations where necessary. Any fraud, intentional misstatement or concealment of material EuroMediCom by client will result in any benefits under the extended cover being forfeited.

## 18. General

18.1 EuroMediCom reserves the right to refuse any person entry to the exhibition or to remove any person from the exhibition at any time.

18.2 From time to time, EuroMediCom, the owner and their respective employees, other representatives or sub-contractors may enter the venue to carry out works, repairs or alterations or for any other purposes which they deem necessary (works). EuroMediCom (and its employees, other representatives and sub-contractors) shall not be liable for any damage, loss or inconvenience suffered or incurred by client, its employees or other representatives by reason of any matter relating to the works.

18.3 Without prejudice to condition 14.3.2, EuroMediCom shall not be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations under this contract if such delay or failure results from a force majeure event. For the avoidance of doubt, nothing in this condition 18.3 shall excuse client from the payment of the fees under this contract.

18.4 Nothing in this contract shall create a partnership, joint venture or agency relationship between the parties.

18.5 If and to the extent that there is any conflict between these conditions and the booking form, the terms of the booking form shall prevail.

18.6 Each party acknowledges that this contract constitutes the entire agreement between the parties in relation to the exhibition and that it does not rely upon any statement, representation, assurance or warranty that is not set out in this contract. No variation of this contract shall be effective unless it is made in writing and signed by both parties.

18.7 Client may not assign or sub-contract any of its rights or obligations under this contract without the prior written consent of EuroMediCom. A person who is not a party to this contract shall not have any rights under or in connection with it. EuroMediCom shall be entitled to assign any and all of its rights under this contract to any member of the EuroMediCom Group and the consent of client shall not be required. EuroMediCom shall be entitled to sub-contract any and all of its obligations under this contract to any member of the EuroMediCom Group or any third party contractor assisting EuroMediCom with the staging of the exhibition and the consent of client shall not be required.

18.8 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.

18.9 If any provision of this contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this condition 18.9 shall not affect the validity and enforceability of the rest of this contract.

## 19. Attribution of jurisdiction:

In the event of dispute, or of conventions expresses between parts, the Courts of Paris are only qualified, even in the event of plurality of defendants.