Sponsor/Exhibitor Terms & Conditions Agreement

Amendments - These Terms and Conditions have been formulated in the best interests of the Sponsors and Exhibitors as well as UNOS. All matters and questions not covered may be amended at any time by UNOS, and all amendments so made shall be equally binding on all parties affected by them.

Use of UNOS Name and Logo – The UNOS name and logo are the exclusive property of UNOS and any unauthorized use of the UNOS name and logo is prohibited. Sponsors/Exhibitors agree to not reproduce the UNOS name and/or logo on any digital or print promotional materials (i.e. advertisements, invitations, brochures, or any other collateral) without the express prior written approval of UNOS. Furthermore, a proof of the promotional material(s) produced by Sponsors/Exhibitors that include the UNOS name and logo will require a review period from UNOS of at least five (5) business days before their distribution. Promotional materials must be sent to meetings@unos.org for approval.

Independent Industry-Sponsored - The company must be a participating Sponsor/Exhibitor to have an independent industry-sponsored event or function and all events or functions must be in good taste and conform to the purpose of the UNOS TMF. Furthermore, no entertainment functions, meetings, courses or social functions intended to attract TMF attendees may be scheduled to conflict with the TMF's educational sessions, social events or exhibit hours.

Contact UNOS Meeting Partners meetings@unos.org in writing by Monday, March 7, 2022, requesting approval of any special activities (whether entertainment, educational or promotional in nature) for the period beginning Sunday, April 10, 2022 and ending Wednesday, April 13, 2022.

Announcements and invitations addressed to attendees concerning such industry-sponsored events should clearly indicate the name(s) of the hosting Sponsor/Exhibitor. In addition, they must not imply, directly or indirectly, that the event is part of or an official activity of the UNOS Transplant Management Forum.

Sponsor/Exhibitor Activities - Distribution of handouts and giveaways must be confined to the Exhibitor's booth. Canvassing and distribution of advertising materials or giveaways in the exhibit hall is strictly forbidden. Exhibitors are also forbidden to:

- Distribute (or ask hotel employees to distribute) any materials to attendee rooms
- Display exhibitor signs outside the exhibit area
- Use undignified methods of attracting attention to an exhibitor's space

Exhibitors or sponsors must submit written plans for any contests, demonstrations, drawings, etc., to UNOS Meeting Partners at meetings@unos.org by **Monday, March 7, 2022**. UNOS reserves the right to prohibit any exhibit, which in its judgment, may detract from the conference display and/or the exhibits as a whole.

Registration for Onsite Representatives - ALL Sponsor/Exhibitor representatives must register for the conference using the online TMF attendee registration site, which opens in **December 2021**. The registration link can be found on the UNOS website. Onsite booth representatives that have not registered prior to the conference must register **onsite** upon arrival at the conference.

Payment Schedule – Full payment for all Sponsorship and Exhibitor commitments will be due by **Friday, March 11, 2022**. If full payment is not received by **Friday, March 11, 2022**, UNOS reserves the right to not publish your company name and logo on all conference publications until payment is received.

Inability to Perform - If UNOS should be prevented from holding the Transplant Management Forum in its planned format by any cause beyond its control (such as acts of God, war, government regulations, disaster, strikes, civil disorder, epidemic, pandemic, material curtailment of transportation, elevation to terrorist threat condition RED as designated by the Department of Homeland Security), at any time in the hundred twenty days (120) days preceding the first date of the event or any time during the event, or other emergencies making it commercially impracticable, illegal or impossible for the hotel to provide the facilities or the group to hold the meeting, UNOS reserves the right to convert the forum to a virtual conference or reschedule the event.

If UNOS converts the forum to a virtual conference, it will continue to provide revised sponsorship and exhibiting opportunities. Furthermore, UNOS will not refund the Sponsor's or Exhibitor's financial commitment should UNOS convert the TMF to a virtual conference or reschedule the event.

If a rescheduled event conflicts with an Sponsor's or Exhibitor's schedule, or if the Sponsor/Exhibitor elects to not participate in a virtual conference, the Sponsor/Exhibitor may elect to (a) reallocate their financial commitment to UNOS Transplant Management Forum 2023; (b) seek a credit of equal or lesser value to be used at any UNOS event within 365 days of **Sunday, April 10, 2022**; or (c) donate full Sponsorship or Exhibitor fees to UNOS as a fully tax-deductible gift. Sponsors/Exhibitors must notify UNOS in writing by **Friday, March 11, 2022** of their decision in the event UNOS converts the TMF to a virtual conference or reschedules the event. UNOS shall have no further obligation or liability to the Sponsor/Exhibitor.

Cancellation – If a Sponsor/Exhibitor cancels at any time, for any reason, the Sponsor/Exhibitor will be responsible for the entire Sponsorship or Exhibitor cost. If UNOS cancels the TMF for any reason other than Inability to Perform, exhibitors or sponsors may elect to (a) reallocate their financial commitment to UNOS Transplant Management Forum 2023; (b) seek a credit of equal or lesser value to be used at any UNOS event within 365 days of **Sunday, April 10, 2022**; or (c) donate full exhibitor

or sponsorship fees to UNOS as a fully tax-deductible gift. UNOS shall have no further obligation or liability to the Sponsors/Exhibitors.

UNOS Care and Cleanliness Commitment – UNOS' top priority is the safety and wellbeing of all attendees. We will partner with the hotel and follow CDC and the local, city and state public health recommendations regarding considerations for enhancing protection of individuals during the event.

For all inquiries or requests for modifications or accommodations, including for accommodations under the Americans with Disabilities Act (ADA), please contact UNOS Meeting Partners at meetings@unos.org by **Monday, March 7, 2022**. Each Exhibitor is responsible for ADA compliance within their assigned space, including ensuring access to their booth.

Liabilities - The Sponsor/Exhibitor agrees that UNOS shall not be liable for any damage, theft or injury to equipment or persons during the duration of this agreement, from any cause whatsoever by reason of use, occupation and enjoyment of exhibit space by the Exhibitor, or any other person present with the consent of the Exhibitor. The Sponsor/Exhibitor will indemnify and withhold from UNOS all liability whatsoever, caused by breach of obligation by the Sponsor/Exhibitor or its representatives.

The Sponsor/Exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of Sponsor's or Exhibitor's activities on the Hotel premises and will indemnify, defend and hold harmless the Hotel, its owner and its management company, as well as their respective agents, servants and employees from any and all such losses, damages and claims.

Official Decorator is Alliance Nationwide Exposition - All confirmed exhibitors receive an email in January 2022 containing the service kit link.

Standard Exhibit Equipment - The exhibit space consists of 8' deep and 10' wide booth space, (1) 6-foot table with (2) chairs and (1) waste paper basket. Any additional furniture and other equipment must be ordered through the official decorator, UNOS reserves the right to prohibit any exhibit, which in its judgment, may detract from the TMF and/or the exhibits as a whole. Exhibits should not impinge upon other Exhibitors' spaces.

Film, Sound Devices and Lighting - Sound movies, slide shows and other audio devices must be kept at conversational level and must not be objectionable to neighboring exhibitors. Any equipment that emits excessive noise must be run intermittently for specific demonstrations only. UNOS reserves the right to restrict or prohibit the use of glaring or objectionable lighting.

Fire, Safety and Health - The Exhibitor assumes all responsibility for compliance with local, city and state ordinances covering fire, safety and health. Exhibitors must provide the necessary safety items to protect others from exhibited equipment and materials. All parts of displays must be made of flameproof materials and must meet the specifications of local fire authorities. Additionally, the Exhibitor assumes responsibility for ensuring all electric signs and wiring meet the specifications of local fire authorities.

Subletting of Space - Subletting of space is prohibited.

Unoccupied Space - UNOS reserves the right, should any rented exhibit space remain unoccupied, or should the space be forfeited due to failure to make payment, to rent such space to another exhibitor. Sponsors/Exhibitors shall in no way infringe upon or take over such unoccupied space.