

**GENERAL TERMS AND CONDITIONS
FOR
CONGRESS SPONSORSHIP AND EXHIBITION RIGHTS**

These General Terms and Conditions for Congress Sponsorship and Exhibition Rights (these "**General Terms**") govern the contractual arrangement among Kenes International Organizers of Congresses SA and its affiliates (together, the "**Organizer**") and each party (a "**Participant**") whom Organizer approved to sponsor and/or exhibit at a specific congress (a "**Congress**") following the Participant's submission of a booking form for sponsorship and/or exhibition rights in connection with the Congress, referencing these General Terms (a "**Booking Form**"). By submitting a Booking Form, Participant accepts these General Terms and agrees that these General Terms shall be deemed incorporated by reference to the Booking Form. These General Terms, together with the Booking Form, constitute a binding agreement between Organizer and Participant in respect of the sponsorship and/or exhibition rights booked under the Booking Form (together, the "**Agreement**"). In the event of a conflict between any term set out in these General Terms and the Booking Form, the Booking Form shall prevail.

Organizer may, in its sole discretion, amend or modify these General Terms by posting notice of the amendment(s) or modification(s) on the Congress prospectus available on the Congress website. ANY ASPECT THAT IS NOT COVERED BY THESE REGULATIONS IS SUBJECT TO APPROVAL BY THE ORGANIZER.

Obligations and Rights of the Participant

Participant must comply with all terms of the Agreement and agrees and acknowledges that any infringement by Participant or any of its employees, officers or agents of any term of the Agreement shall give the Organizer the right to immediately terminate the Agreement, without compensation to, or the refund of any funds already paid by Participant, and without prejudice to any other rights of Organizer under the Agreement.

Changes to Congress

Participant agrees and acknowledges that Organizer may, if Organizer deems necessary, change the venue, timing and date of the Congress or any Congress related activities. Organizer shall not be liable to Participant for any damages or losses resulting from any such change. Participant will be notified in writing as soon as practicable following any such change.

Exhibition Rights

To the extent Participant booked and was granted exhibition rights at the Congress ("**Exhibition Rights**"), the following provisions shall apply to such Exhibition Rights (for purposes of this provision, Participant shall be referred to as "**Exhibitor**"):

a. Allocation of Space

Organizer shall allocate to the Exhibitor, in respect of Exhibition Rights at the Congress, a display stand, shell scheme package and/or exhibition space, in accordance with the parameters set out in the Booking Form (together, the "**Exhibition Space**").

The Exhibition Space shall be made available for the Exhibitor's use during the period of the Congress, on an "as is, where is" basis. Organizer shall use commercially reasonable efforts, but does not guarantee, that the Exhibition Space shall be allocated on the basis of the preference expressed by Exhibitor in the Booking Form. Special requests made in the Booking Form for allocation of the Exhibition Space will generally be made on a "first come-first serve" basis, in the order of receipt of each Booking Form by Organizer together with the necessary payments contemplated by such Booking Form.

By submitting the Booking Form with an application for Exhibition Rights, the Exhibitor makes a final and irrevocable commitment to use the Exhibition Space allocated to Exhibitor and to maintain Exhibitor's exhibition and installation at the Exhibition Space until the date and time fixed for closure of the Congress.

Organizer reserves the right to modify the location and/or positioning of the Exhibition Space to the extent Organizer deems necessary or advisable for any reason, with no obligation to provide compensation to Exhibitor. Organizer further reserves the right to immediately revoke the Exhibition Rights in respect of the Exhibition Space or any portion thereof, and to offer same to a third party, to the extent Exhibitor fails to complete the installation of its exhibition at the time of the opening of the Congress, with no obligation to provide any compensation or refund to Exhibitor.

In no event may Exhibitor transfer, assign or sub-let the Exhibition Space or any part thereof to any third party or allow any third party to otherwise use the Exhibition Space or any part thereof.

b. Set-Up and Dismantling of Exhibition Space

Exhibitor must comply with the provision of all technical manuals and other electronic or printed guidelines published by Organizer relating to the Congress including, in particular, as they relate to the set-up, use and dismantling of Exhibitor's booths or stands at the Exhibition Space.

Exhibitor is solely responsible for all costs and expenses incurred in execution of the design, installation and delivery of its displays to and its dismantling and/or removal from the Congress site.

Exhibitor's displays at the Congress, and any special decorations and fittings, shall be subject to approval by the person(s) appointed by Organizer to manage the Congress (the "**Congress Manager**"). The Organizer will not approve displays or decorations which do not comply with its standards for the Congress, unless and until the necessary changes required by the Congress Manager have been made.

Exhibitor's standard booth height is restricted to 246cm, unless notified or agreed otherwise by Organizer.

Exhibitor's exhibits must not block aisles, obstruct adjoining booths or damage the premises or equipment of the Congress. Exhibitor is required to allow sufficient see-through areas, which ensure clear views of surrounding exhibits.

Exhibitor undertakes to observe the timetable designated for completion of its display before the Congress opening and its dismantling of its exhibits at the close of the Congress. No dismantling or packing of the display before the designated hour is allowed. It is the Exhibitor's responsibility to pack and remove or consign for shipment all items of value prior to leaving their exhibition unattended, otherwise the Organizer will arrange for their removal at the Exhibitor's risk and sole expenses.

The Exhibition Space must be handed back to the Organizer in its original condition. Exhibitor shall be responsible to ensure that all debris and waste material are completely removed from the Exhibition Space at the end of the Congress in accordance with the Organizer's instructions on waste management. In case of damage or loss resulting from Exhibitor's failure to comply with this requirement, all costs associated with the cleaning, repair and replacement of the Exhibition Space or any accessories made available to the Exhibitor as part of the Exhibition Rights will be charged to the Exhibitor.

Exhibitor shall be solely responsible to ensure that its employees, exhibition staff and temporary staff comply with the latest legislation regarding health and safety at work. Organizer shall bear no responsibility for non-compliance to this requirement by the Exhibitor.

c. Exhibition Conduct

Exhibitor is obliged to ensure that its Exhibition Space is permanently staffed throughout Congress opening hours.

Exhibitor must maintain the Exhibition Space in a clean and orderly state and shall not cause a nuisance to any other exhibitors or delegates at the Congress.

The Exhibitor may only present and display in the Exhibition Space its own materials, products and/or services. Under no circumstances may Exhibitor promote or display in the Exhibition Space materials, products or services of a third party.

All promotional activities and all other promotional activities including interviews, demonstrations, and the distribution of literature or samples, must be confined to the limits of the Exhibition Space. Any other promotional activities by Exhibitor or by anyone on its behalf, including, without limitation, canvassing or distribution of leaflets or other promotional materials outside of the Exhibition Space, is expressly forbidden.

Use of electricity shall be subject to the Congress Manager's instructions. Flammable materials are not allowed to be utilized by Exhibitor. Equipment displayed or demonstrated must be installed with strict adherence to all safety requirements.

The provision of refreshments for Congress delegates by Exhibitor are permitted, subject to the catering regulations of the Congress building. Organizer is not liable or responsible for the quality and/or quantity of the Exhibitor's refreshments.

Sound equipment must be regulated and directed into the Exhibition Space so that it does not disturb neighbouring exhibits. Congress management reserves the right to require the Exhibitor to discontinue any activity, noise or music that Organizer deems objectionable or a nuisance.

d. Liquidated Damages

Without limiting any right or remedy to which Organizer is entitled to under the Agreement or applicable law, in case Exhibitor fails to comply with the requirements set out in these General Terms, Organizer shall be entitled to liquidated damages in the amount of 25% of the total package amount committed by the Exhibitor under the Booking Form.

Sponsorship Rights

To the extent Participant booked and was granted sponsorship rights at the Congress ("**Sponsorship Rights**"), the following provisions shall apply to such Sponsorship Rights (for purposes of this provision, Participant shall be referred to as "**Sponsor**"):

a. Allocation of Sponsorship Rights

Organizer shall allocate to the Sponsor in respect of the Congress those sponsorship opportunities designated in the Booking Form (the "**Sponsorship Rights**"). Applications in Booking Forms for Sponsorship Rights will be considered in order of their receipt by Organizer together with the necessary payments.

The Sponsorship Rights shall be made available for the Sponsor's use during the period of the Congress, on an "as is" basis. Organizer shall use commercially reasonable efforts, but does not guarantee, that the Sponsorship Rights shall be allocated based on the preference expressed by Sponsor in the Booking Form. Special requests made in the Booking Form for allocation of Sponsorship Rights will generally be made on a "first come-first serve" basis, in the order of receipt of each Booking Form by Organizer together with the necessary payments contemplated by such Booking Form.

By submitting a Booking Form with an application for Sponsorship Rights, the Sponsor makes a final and irrevocable commitment to accept the Sponsorship Rights allocated to Sponsor and to comply with the Sponsorship Guidelines (as such term is defined in the Booking Form).

b. Certain Limitations

Display of all signs or other promotional materials by Sponsor or by anyone on its behalf at the Congress must be coordinated and approved in advance by Organizer.

Sponsor's promotional activities shall at all times be limited to those expressly included in the Sponsorship Rights and may only be carried out in or from the Exhibition Space (to the extent Sponsor is also an Exhibitor) or from those areas specifically designated by Organizer for such purposes, by prior written permission.

Any other promotional activity by Sponsor or by anyone on its behalf, including, without limitation, distribution of leaflets or materials to delegates in the Congress site, is expressly forbidden.

Participant Access to the Congress and Exhibition Space

Access to the Congress by any person acting for Participant is subject to such person presenting an access badge issued by Organizer. Participant's badges will not be mailed in advance and may be collected from the Congress Registration desk on the Congress commencement date.

Non-Exclusive Rights

Participant acknowledges and agrees that its rights granted under the Agreement are non-exclusive and that Organizer may have additional sponsors, exhibitors and supporters in its absolute discretion, including those who may be competing with Participant, on the same or different terms to those contained in the Agreement.

Compliance; Codes of Practice

Participation by Participant in the Congress is subject to Participant's strict compliance with all rules, regulations and conditions stated herein and in any other policies of procedures relating to the Congress that Organizer may from time to time deliver to Participant, as well as to all national and international rules and regulations related to advertising and promotion of products and services as part of the Congress.

Without limiting the generality of the preceding sentence, Participant must comply with all applicable laws and regulations and codes of practice, including, without limitation, those promulgated by IPCAA (International Pharmaceutical Congress Advisory Association) published at www.IPCAA.org, EFPIA (European Federation of Pharmaceuticals Industries & Associations), published at www.efpia.org, MedTech Europe published at <http://www.medtecheurope.org/> and IFPMA (International Federation of Pharmaceutical Manufacturers & Associations), published at www.ifpma.org, to the extent applicable.

Without limiting the generality of the preceding paragraph, in the case of events conducted in the USA or Canada, Sponsor must also comply with all applicable laws, regulations, and codes of practice, including, without limitation, those promulgated by the FDA (U.S. Food & Drugs Administration) published at <https://www.fda.gov/> and Advamed published at <https://www.advamed.org/>, to the extent applicable.

CME

In the event CME (continuing medical education) activities are conducted at the Congress, absolutely no promotional activities will be permitted and no advertising materials may be displayed in the same lecture halls or rooms immediately prior to, during, or after a CME activity. Promotional activities and advertising materials must be separate and distinct from any educational activities and may not interfere, or in any way, compete with the learning experience.

Licenses

Participant grants Organizer and its affiliates a non-exclusive, non-transferable, royalty-free license to use, without the right to sublicense, Participant's trade name, logo and trademarks in connection with Participant's participation in and activities conducted in connection with the Congress.

Organizer grants Participant a non-exclusive, non-transferable, royalty-free, revocable, license to use, without the right to sublicense, the Congress name, title, trade name, logos and trademarks in connection solely with the exercise of its Exhibition Rights and Sponsorship Rights at the Congress, such license to valid until the earlier to occur of: (i) the end of the Congress; or (ii) the earlier termination of the Agreement.

Payment

Payment of the Participation Fee must be made in accordance with the conditions of payment set out in the Booking Form. Should the Participant fail to make any payment on time, the Organizer shall be entitled to terminate the Agreement, make other arrangements for the Sponsor Rights and Exhibition Space and seek compensation for non-fulfilment of contract or other remedies available to Organizer under the Agreement or by law.

Participant acknowledges that Organizer may assign any or all its rights and obligations under the Agreement to any of its affiliates or to any third party. Participant specifically acknowledges and agrees that all or any portion of the payments to be made under the Agreement by Participant may be invoiced by and become payable by Participant to an affiliate of Organizer, who may act as Organizer's paying agent.

All amounts payable by Participant are exclusive of VAT, gross sales or service taxes and other similar taxes, which shall be payable by Participant. Participant must make all payments in accordance with the Booking Form, without any set-off or withholding of any kind.

Liability/Insurance

ORGANIZER SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY DAMAGE, LOSS, HARM OR INJURY TO PARTICIPANT OR ITS PROPERTY OR BUSINESS RESULTING FROM ANY REASON WHATSOEVER IN CONNECTION WITH THE CONGRESS, THIS AGREEMENT AND/OR THE RIGHTS GRANTED TO PARTICIPANT HEREUNDER, UNLESS SUCH DAMAGES ARE A RESULT OF ORGANIZER'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WITHOUT LIMITING THE FOREGOING, ORGANIZER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE INCURRED BY PARTICIPANT, WHETHER IN ACTION IN CONTRACT OR TORT, EVEN IF ORGANIZER KNEW OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORGANIZER'S ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID AND RETAINED BY ORGANIZER UNDER THE AGREEMENT.

Notwithstanding anything herein to the contrary, Organizer shall not be liable to Participant nor shall Organizer be deemed to be in default of its obligations hereunder if such default or damage is the result of war, hostiles, revolution, civil commotion, strike, epidemic, accident, fire, atural disasters, terrorist activity, governmental or other obstacles for the freedom of travel, union actions, riots, wind, flood or because of any act of God or other cause beyond the reasonable control of Organizer.

Participant acknowledges and agrees that all equipment and all display infrastructure and materials installed at the Congress and all other items brought to the Congress by Participant or any third party on its behalf including any and all personal items brought to the Congress by Sponsor employees and consultants (together ("**Participant Materials**") shall not be insured by the Organizer, and under no circumstances will Organizer be liable for any loss, damage or destruction caused to any Participant Materials. Participant shall be solely responsible for the Participant Materials and for the property and persons of Participant's employees, agents, consultants and any third party acting on its behalf and for any other third party who may visit Participant's Space. The Participant will purchase insurance policies for the above listed damages and will ensure that Organizer is named as a co-insured party under such policies.

Participant shall indemnify and hold harmless Organizer, its shareholders, directors, employees, agents and representatives (together, "**Organizer Indemnitees**"), from any and all damages, loss, injuries, costs, penalties and claims, including those claims and damages usually covered by a fire and extended under a coverage policy, sustained or incurred by the Organizer Indemnitees or by any third party in connection with or arising directly or indirectly from (i) any failure by Participant to act in accordance with the Agreement, and/or (ii) any act or omission of Participant, its employees, officers and agents and any contractors or other personnel hired by or on behalf of Participant in connection with the exercise of the Exhibition Rights and/or Sponsorship Rights granted under the Agreement (including, without limitation, in connection with the construction, decoration, operation, activity, dismantling and vacation by the Exhibitor of the Exhibition Space, and/or (iii) any other matter in which Participant exercised the Exhibition Rights and/or Sponsorship Rights.

Confidentiality

The Agreement and all communications among the parties in respect of it, whether oral, written or otherwise relating to a party ("**Disclosing Party**"), that is received by the other party ("**Receiving Party**") in the course or as a result of the performance of this Agreement shall be referred to herein as "**Confidential Information**". All information pertaining to the Congress shall be deemed Confidential Information of Organizer. Receiving Party undertakes to hold all Confidential Information of the Disclosing Party in strict confidence and not to disclose such Confidential Information to any other third party, other than to those of its employees, consultants, service providers and representatives who are subject to confidentiality undertakings in respect of the Confidential Information and who require such Confidential Information solely for purposes of the Congress, unless the Receiving Party can demonstrate that the relevant Confidential Information was: (i) rightfully in its possession or known by it prior to receipt from the Disclosing Party, or (ii) was rightfully disclosed to it by another person without restriction or breach of confidentiality obligation, or (iii) was independently developed without use of any Confidential Information of the Disclosing Party by employees or service providers of the Receiving Party who had no access to such information, or (iv) is or becomes (through no improper action or inaction by the Receiving Party or any agent, consultant or employee thereof) generally available to the public. The receiving party undertakes not to use the information for any purpose, other than for performing the provisions of this Agreement, without obtaining the written Agreement of the Disclosing Party. For the avoidance of doubt, all information and materials which are distributed to the public during the Congress shall not be considered Confidential Information. This provision shall survive any termination of the Agreement for a period of five (5) years.

Miscellaneous

Those provisions of this Agreement which by their terms are intended to survive termination of this agreement. Participant may not assign, mortgage, charge, sub-licence or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, without the prior written consent of Organizer. The Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns. This Agreement may be amended or modified only with the written consent of both parties. The parties acknowledge that no joint venture, association, partnership or agency relationship is created under this Agreement. The Agreement constitutes the entire Agreement between the parties, and shall supersede all prior Agreements and understandings, oral or written, between the parties relating to the subject matter hereof. The Agreement is governed by and construed in accordance with the laws of Switzerland without regards to conflict of laws rules. Any disputes, misunderstanding arising from the performance of this Agreement shall be settled by the competent courts in Zurich, Switzerland.

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