
COMPANY NAME (AS IT SHOULD APPEAR IN ACKNOWLEDGEMENTS IF APPLICABLE)

CONTACT FIRST NAME

CONTACT LAST NAME

CONTACT EMAIL ADDRESS

STREET ADDRESS

CITY

STATE

ZIP

COUNTRY

DAYTIME PHONE

COMPANY EMAIL

FAX

SELECT YOUR REACH:

SILVER: \$6,500

GOLD: \$8,500

PLATINUM: \$10,500

Application Instructions

A COMPLETED APPLICATION AND SIGNED CONTRACT IS REQUIRED TO BE ASSIGNED VIRTUAL BOOTH SPACE. THE AUA RESERVES THE RIGHT TO DECLINE A REQUEST FOR VIRTUAL EXHIBIT SPACE FOR ANY REASON.

Payment is due Net-30 Days from receipt date of invoice. For contracts received on or after March 1, 2023, payment is due upon AUA receipt of signed contract. The AUA reserves the right to relinquish booth space for failure to make payment.

Payment is accepted by ACH, check, credit card, or by wire transfer. Payments must be in U.S. funds drawn on a U.S. bank. Please access the Exhibitor Portal for payment instructions for ACH, credit cards, wire transfer and W9. The AUA is a 501 (C) (6) tax-exempt organization under Internal Revenue Code. The AUA Federal tax identification number is 52-2205122.

The signatures of the Parties shall indicate acceptance of the terms of this Agreement and signifies that the representatives executing this Agreement have full power and authority to enter into and bind each other to this Agreement. This agreement is non-cancellable. **Please sign and return to Keith Price (KPrice@AUAnet.org or 410-689-3749) at your earliest convenience.**

Authorized Signature
Authorized Print Name
AUA Signature

Application Terms and Conditions

Agreement: I am an authorized representative for this Exhibiting Company with full power and authority to sign this application and contract for exhibit space. The Exhibiting Company agrees that the agreement entered into between the AUA and the relating to the virtual platform, as well as the Prospectus and the Exhibitor Policies and Rules (all available at AUAnet.org/IndustryPolicies) shall be considered a part of this contract, incorporated herein by reference, and shall be fully binding on both parties hereto. The Exhibiting Company has read and understands the Terms, Conditions and Rules on the back of this contract and agrees to comply with them as well as with any modifications and amendments communicated hereafter.

All exhibitors at AUA2023 are required to comply with the AUA Sponsorship Policy, incorporated here by reference. For the complete Sponsorship Policy, visit AUAnet.org/IndustryPolicies.

Payment terms:

- A completed application and signed contract, along with full payment is required to be assigned a digital/virtual listing(s). The AUA reserves the right to decline a request for an exhibitor digital/virtual listing for any reason. Signed agreements may be emailed to Exhibits@AUAnet.org. For additional information send an email to Exhibits@AUAnet.org or call 410.689.4024.
- Exhibitors will forfeit their digital/virtual presence if their balance is not paid in full by March 27, 2023.

CANCELLATION/REFUND POLICY

Cancellation: This agreement is non-cancellable, and the signature of the exhibitor signifies that the representatives executing this agreement have full power and authority to enter into this agreement with the American Urological Association.

A completed application and signed contract, along with full payment is required to be assigned a Fully Virtual Experience listing(s). The AUA reserves the right to decline a request for a Fully Virtual Experience listing for any reason. Fully Virtual Experience listing(s) are non-cancelable and non-refundable.

IN THE EVENT OF A CONTRACT BETWEEN THE PARTIES, THE FOLLOWING TERMS, CONDITIONS AND RULES WILL APPLY

Terms & Conditions

1. Agreement to Terms, Condition and Rules: The Exhibitor agrees to observe and abide by the Terms, Conditions and Rules set forth here after and by such additional Terms, Conditions and Rules made by the American Urological Association, Inc. (AUA) from time to time for the efficient or safe operation of AUA2023 Annual Meeting Exhibition (Show), including, but not limited to, those contained in the Exhibitor Prospectus (Prospectus) and the Manual (Service Manual).

2. Indemnification: By submitting an Application and entering into a Contract for Virtual Exhibit Space, Exhibitor agrees to indemnify, hold harmless and defend the American Urological Association, Inc., its official directors, agents, members, servants, employees and affiliates (collectively "Indemnified Parties"), from and against any and all such claims, losses, liabilities, damages, and expenses arising out of or related to Exhibitor's participation in the Exhibit Hall and the Event or use of information obtained in connection with participation by the Exhibitor, its employees, representatives, agents or affiliates (collectively "Exhibitor Parties"), including: (i) damage or injury to any person, persons, or property arising out of or related to the Exhibitor Parties' use of the virtual Exhibit Space or Platform; (ii) acts or omissions by the Exhibitor Parties; or (iii) or any breach by Exhibitor Parties of obligations in the Rules, including use of attendee information. Such indemnification shall be effective regardless of any claim of negligence on the part of any Indemnified Party.

3. Waiver of Liability: Neither AUA nor any of its members, officers, agents or employees shall be held liable for, and all are released from liability for, any damage, loss, harm or injury to the person or property of the Exhibitor or any of its officers, agents, employees or other representatives, resulting from theft, fire, water, accident or any other cause.

4. Insurance: Exhibitor shall procure and maintain appropriate and sufficient

insurance to cover the Exhibitor Parties' obligations under this Contract. The cost of such insurance shall be borne by Exhibitor. At AUA's request, Exhibitor shall furnish AUA with an original certificate of insurance evidencing coverage in accordance with these requirements.

5. Licensing of Virtual Listing(s): AUA shall license the virtual Exhibit Space to Exhibitor for the period of the Show. Such a license is made for the period of this Show only and does not imply that the same or similar space will be held or offered for future shows. AUA reserves the right to terminate this Agreement and close the Exhibit Space if AUA determines, in its sole discretion, that the Exhibitor is not eligible to participate in the Show, or is in violation of this Agreement, Show Rules and Regulations or any other AUA policies.

6. Show Hours and Dates: Hours and dates for showing the virtual Exhibit Space shall be those specified by the AUA. All virtual exhibits must be open and staffed for business during exhibit hours.

7. Exhibitor Responsibilities and Show Directory: The Exhibitor shall exhibit only its own products or services for which it is the duly authorized representative, and shall cause all such products or services exhibited by it to be listed in the official Exhibitor's Directory (Show Directory). In addition, principals or employees of the Exhibitor must always staff the Exhibit Space during the open hours of the Show. The AUA shall (a) supply Exhibitor with the Service Manual and (b) publish, or cause to be published, an official Show Directory. AUA shall not be responsible for errors or omissions in the Show Directory.

8. Assignment or Sub-licensing of Listing: The Exhibitor shall not assign or sub-license to a third party its rights hereunder to the Exhibit Space, or any portion thereof, without the written consent of the AUA, which the AUA may withhold in its sole discretion. If such consent is given, the Exhibitor shall assume full responsibility for the conduct of the assignee or sub-licensee and all its representatives. The assignee or sub-licensee shall be bound under the terms of this agreement, and under any other subsequent AUA rules or policies established governing exhibiting at the Show, to the same extent as the Exhibitor. An Exhibitor may not sublet assigned exhibit space, nor any part thereof, nor exhibit, offer for sale, or advertise articles not manufactured or sold by the Exhibitor. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display, parent or subsidiary companies excepted.

9. Sale or Transfer of Exhibitor's Business: In the event of the sale or transfer of all or a substantial portion of the assets of Exhibitor's business, or of the controlling stock interest in Exhibitor's business, or in the event of a substantial change in management of the Exhibitor, the AUA may, at its option, terminate this contract.

10. Advertising, Promotional Activities, Signage, Etc.: Advertising, marketing, promotional activities, signage and the distribution of product promotion material, product specific advertisement and other types of Exhibitor collateral is strictly limited to within the assigned Exhibit Booth in the virtual Exhibit Hall. Violation may result in expulsion from the Exhibit Hall and possible prohibition from participating in future AUA events.

11. Observance of Laws and Rules: The Exhibitor must comply with all laws, rules, regulations and ordinances of federal, state and local government authorities.

12. Exhibitor Conduct: AUA reserves the right to prohibit or remove any digital listing(s) which in the opinion of Show Management may detract from the general character of the exhibition as a whole. This includes but is not limited to persons, things, conduct, resources, or anything of a character which the management determines is objectionable. In the event of such removal, Show Management will not issue any refunds for digital/virtual listings or any costs associated with exhibiting. Prior written consent of the AUA is required for any giveaway, drawing, raffle or contest (collectively "giveaways"), and any giveaway must be conducted in compliance with all applicable laws and regulations. If given permission, Exhibitor will warrant that it has complied with all applicable laws and regulations and provide copies of any applicable permits or licenses upon request. Exhibitor acknowledges that by allowing the giveaway, AUA is not assuming responsibility for or indicating the legal compliance of the Exhibitor's giveaway, and Exhibitor agrees to hold AUA and its directors, employees, volunteers and agents and affiliates, harmless from any liability, costs or expenses,

including reasonable attorney's fees, incurred by AUA resulting from Exhibitor's giveaway. In all cases, all exhibitor activities must be confined to the Exhibit Space. The AUA, at its sole discretion, may withdraw its consent for virtual booth demonstrations and activities at any time, in which event the Exhibitor shall terminate such activity forthwith. The Exhibitor shall not engage in any action or campaign that will distract attendees from attendance at the Show. The Exhibitor shall not enter into another exhibitor's virtual Exhibit Space without invitation or when unattended. Neither the Exhibitor nor any of its representatives shall conduct itself in a manner offensive to standards of decency or good taste, nor will they use the Exhibit platform in any manner that could damage, disable, overburden or impair the platform or interfere with any other party's use and enjoyment of the platform. Any dispute between Exhibitors, or any issue with respect to interpretation of these Terms, Conditions and Rules for Exhibitor conduct, or any subsequent AUA rules or policies established governing exhibiting at the Show, shall be brought promptly to the attention of Show Management or an authorized AUA official, whose decision regarding the dispute shall be final and binding on all parties.

13. Photographs and Digital Recording: All photographing, filming, taping, recording, reproducing, imaging or capturing in any medium now known or hereafter devised, including, but not limited to via the use of mobile devices, hereinafter referred to as "Capturing," of the Show or content, material, presentation, attendees, or Exhibitors, Exhibit Hall or exhibits, including any display or equipment, is prohibited, except as allowed with the written consent of AUA. Capturing of education or scientific sessions and any of the programs and/or posters presented at the Show is strictly prohibited.

14. Playing or Reproduction of Music: The Exhibitor shall not provide or permit the playing or reproduction of music in any form or at any time unless (a) if the music is copyrighted, the Exhibitor shall in advance obtain, and provide a copy to AUA of, a written license to perform said music at the Show from the owner of the copyright of said music, and (b) whether the music is believed to be copyrighted or not, the Exhibitor shall obtain in advance from the AUA a written consent to the providing of such music by the Exhibitor. The Exhibitor specifically agrees that in the absence of full compliance with (a) and (b) above, no music whatsoever, in any form, will be provided or permitted by it, and agrees to indemnify, hold harmless and defend the AUA in the event of any copyright infringement or licensing question, complaint, liability or damages arising with respect to the use by Exhibitor of music. The AUA shall have the power to make any reasonable settlement, without the consent or approval of the Exhibitor, to resolve any dispute which may arise between AUA and anyone claiming to enforce a copyright, which settlement shall nevertheless be binding on the Exhibitor insofar as holding the AUA harmless and indemnifying the AUA is concerned. The Exhibitor expressly agrees that the AUA may, at the Exhibitor's expense, take any legal action, including summary action, appropriate to ensure compliance by the Exhibitor with these provisions, including the obtaining of an injunction against the Exhibitor.

15. Use of Space: The Show is held primarily for the education of urologists and allied professionals. All virtual booth activities and content must be professional in nature and provide services, products, or educational information related to the needs of urologists and related health care professionals or entities. Active selling or order-taking by the Exhibitor is NOT permitted on the platform during the Event.

16. FDA Regulations and Restrictions: All medical devices or pharmaceutical products either exhibited or described in Exhibitor literature must satisfy U.S. Food and Drug Administration (FDA) requirements—full compliance with applicable FDA approvals as well as with its guidelines regarding display, promotion and marketing of medical products. If an exhibited product remains under clinical investigation or investigational new drug application (INDA) procedures, that fact must be prominently disclosed. Also, if not licensed or approved by the FDA specifically for urological procedures, that fact must be prominently noted. (Information regarding FDA regulations and approvals may be secured from the Agency.) Additional constraints may apply pending further FDA guidelines and AUA-imposed regulations, and the Exhibitor agrees to comply with all then-applicable restrictions. The AUA reserves the right to terminate this Agreement, close the exhibit and remove the Exhibitor's property should AUA Management determine, at its sole discretion, that the Exhibitor has violated these restrictions or is otherwise ineligible to participate in the Show. The Exhibitor agrees to indemnify, hold harmless and defend the AUA should any of its products or literature violate

these rules, or transgress FDA requirements.

17. EU General Data Protection Regulation: The AUA and its Exhibitors are each responsible for ensuring that their own activities are conducted in compliance with the EU General Data Protection Regulation and related privacy rules that confer on EU residents certain rights with respect to their personal data. Specifically, the AUA will seek consent from Annual Meeting registrants residing in the European Union to provide their contact information to Exhibitors so that Exhibitors may contact the registrants with information about Exhibitors' products and services. In the event that an Annual Meeting registrant opts out to provide such consent at the time of registration, neither the AUA nor its vendors will provide that individual's contact information to Exhibitors, except to the extent that the individual subsequently provides consent to be contacted through the act of having his/her registration badge scanned at the Exhibitor's booth or event. Exhibitors are solely responsible for maintaining the appropriate policies, procedures, technical requirements and other safeguards to protect personal data provided by the AUA with the consent of the individual registrants; for using said personal data only for the stated purpose of providing information about the Exhibitor's products or services; and for complying with GDPR requirements with respect to the specific rights of data subjects (including the right of access, the right of data portability, the right to object and the right of erasure ("right to be forgotten")).

18. Future Shows: In addition to the AUA's right to terminate this Agreement and close the exhibit as provided for in the Terms, Conditions and Rules relating to the Show, the AUA in its sole judgment may refuse to consider the Exhibitor for participation in future shows with which the AUA is involved, if the Exhibitor violates or fails to abide by all Terms, Conditions and Rules set forth herein.

19. Inability to Hold Show or Change of Exhibit Program Dates or Venue: In the event that the platform or system through which the virtual Show or Exhibit Hall is to be conducted should fail or become disrupted or unworkable by reason of any cause or causes not reasonably within the control of AUA or its agents, the Show or Exhibit Hall or both may be canceled or changed to another option, at the sole discretion of AUA. AUA shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of AUA. Causes for such action beyond the control of AUA include, but are not limited to, war, fire, strike, terrorist acts or threats, government regulation, order or advisory, public catastrophe, act of God or the public enemy, communicable disease or pandemic. Should AUA cancel or change the dates or venue of the Show or Exhibit Hall pursuant to this section, the AUA, in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received, which remains after deducting expenses incurred by the AUA, and reasonable compensation to the AUA, but in no case shall the amount of the refund to Exhibitor exceed the amount of the exhibit fee paid.

20. Americans with Disabilities Act: All exhibiting companies are required to be in compliance with the Americans with Disabilities Act (ADA). Please be as accommodating as possible to all attendees. Information regarding ADA compliance is available from the ADA Information Line 800.514.0301 or their website www.ada.gov.

21. Jurisdiction: Each party hereto consents to the jurisdiction of the courts of the State of Maryland for enforcement or interpretation of this Agreement, and further consents to service of process in accordance with the Maryland Rules of Procedure.

22. Governing Law: This Agreement, having been executed in the State of Maryland, shall be governed by and construed and enforced in accordance with the Laws of the State of Maryland. This Agreement may not be amended or modified except by a written communication to the Exhibitor by the AUA.

23. The following materials, including any amendments and updates, are available online at www.AUAnet.org/industry/policies, are incorporated by reference and expressly made a part of this contract. These materials are also available as part of the Exhibitor Service Manual, published on AUAnet.org/2023.

- a) Exhibitor Prospectus
- b) Exhibitor Policies and Rules
- c) AUA Sponsorships Policy