

## F. General Conditions

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### ***Obligations and Rights of the Sponsor***

Sponsor agrees and acknowledges that any infringement by it or any of its employees, officers or agents of any term of this Agreement shall give the Organizer the right to immediately terminate this Agreement, without compensation to, or the refund of any funds already paid by Sponsor, and without prejudice to any other rights of Organizer under the Agreement.

### ***Changes to Congress***

Sponsor 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 Sponsor for any damages or losses resulting from any such change. Sponsor will be notified in writing as soon as practicable following any such change.

### ***Exhibition Rights***

To the extent Sponsor 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, Sponsor 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 this Agreement (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 it will fulfill any special requests made by the Exhibitor.

By executing this Agreement, 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.

### ***Sponsorship Rights***

To the extent Sponsor 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, Sponsor 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 this Agreement (the "**Sponsorship Rights**"). Sponsor HEREBY makes a final and irrevocable commitment to accept the Sponsorship Rights allocated to Sponsor.

**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.

**Sponsor Access to the Congress and Exhibition Space**

Access to the Congress by any person acting for Sponsor is subject to such person presenting an access badge issued by Organizer. Sponsor'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**

Sponsor 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 Sponsor, on the same or different terms to those contained in the Agreement.

**Participation in Symposia**

To the extent Sponsor, its employees, advisors, consultants or invitees ("**Sponsor Representatives**") participate in any Congress symposia, Sponsor alone shall be liable for all matters associated with such participation, including, without limitation, the content of any presentations made at such symposia ("Presentations"). Organizer is authorized to record all or any part of Presentations, in any format and in any manner whatsoever, in its absolute discretion and may broadcast the Presentations live and/or as a recording. Organizer may use, reproduce, publish, translate, distribute, broadcast and otherwise display the Presentations or any part thereof, on a royalty-free, perpetual, irrevocable nonexclusive basis, provided that it is used solely for educational purposes and in a manner approved by the Organizers. Sponsor must immediately notify the Organizer upon becoming aware of any content-related issues (slide withdrawals, copyright clearance issues mistakes in the accuracy of information, accidental disclosure of protected information, etc.). Sponsor must agree and undertake to comply with the terms of Annex A attached hereto.

**Compliance; Codes of Practice**

Participation by Sponsor in the Congress is subject to Sponsor'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 Sponsor, 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, Sponsor 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](http://www.ipcaa.org), EFPIA (European Federation of Pharmaceuticals Industries & Associations), published at [www.efpia.org](http://www.efpia.org), MedTech Europe published at <http://www.medtecheurope.org/> and IFPMA (International Federation of Pharmaceutical Manufacturers & Associations), published at [www.ifpma.org](http://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, in any way, compete with the learning experience.

**Licenses**

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

Organizer grants Sponsor 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 this Agreement. Should the Sponsor 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.

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

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

**Liability/Insurance**

ORGANIZER SHALL NOT BE LIABLE TO SPONSOR FOR ANY DAMAGE, LOSS, HARM OR INJURY TO SPONSOR OR ITS PROPERTY OR BUSINESS RESULTING FROM ANY REASON WHATSOEVER IN CONNECTION WITH THE CONGRESS, THIS AGREEMENT AND/OR THE RIGHTS GRANTED TO SPONSOR 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 SPONSOR, 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 Sponsor 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, pandemic, accident, fire, natural disasters, terrorist activity, governmental or other obstacles for the freedom of travel (including any such restrictions arising from an epidemic or pandemic outbreak), union actions, riots, wind, flood or because of any act of God or other cause beyond the reasonable control of Organizer (a

"Force Majeure Event").

In the event that the Congress is delayed or cancelled as a result of a Force Majeure Event, then the following shall apply:

- (a) Delay of Congress: In the event that the Congress is delayed as a result of the Force Majeure Event then Sponsor may choose, by written notice to Organizer within 21 days of its receipt of notification of the Force Majeure Event to either:
- (i) Apply the Contribution to the delayed Congress conducted by Organizer, and Sponsor shall have the same rights in respect of such delayed Congress as detailed in the Sponsorship Agreement; or
  - (ii) Not to apply the Contribution to the delayed Congress but rather terminate the Sponsorship Agreement, in which case Organizer shall refund an amount equal to 50% of the Contribution already paid to Organizer by Sponsor, within 30 days of the completion of the delayed Congress, and the balance will be retained by Organizer as a handling fee.

Should Sponsor fail to notify Organizer of its choice within said 21 days, then (i) above shall apply by default.

- (b) Conversion to virtual or hybrid Congress with or without delay. In the event of a Force Majeure Event and Organizer converts the format of the Congress completely or partially to a virtual format (with or without delay) **then Sponsor may choose, by written notice to Organizer within 21 days of its receipt of notification of the Force Majeure Event and/or the changed format:**

- (i) Apply the Contribution to the virtual Congress conducted by Organizer; or
- (ii) Not to apply the Contribution to the virtual Congress but rather terminate the Sponsorship Agreement, in which case Organizer shall refund an amount equal to 75% of the Contribution already paid to Organizer by Sponsor, within 30 days of the completion of the delayed and/or virtual Congress, and the balance will be retained by Organizer as a handling fee.
- (iii) Apply partial Contribution to the virtual or hybrid Congress, upon negotiation, conducted by Organizer

Should Sponsor fail to notify Organizer of its choice within said 21 days, then (i) above shall apply by default.

- (c) Cancellation. In the event that the Congress is cancelled as a result of the Force Majeure Event then Sponsor may choose, by written notice to Organizer **within 21 days of its receipt of notification of the Force Majeure Event to either:**

- (i) Apply the Contribution to the next (annual or semi-annual) Congress scheduled by Organizer, and Sponsor shall have the same rights in respect of such subsequent Congress as detailed in the Sponsorship Agreement; or
- (ii) Not to apply the Contribution to the next Congress but rather terminate the Sponsorship Agreement, in which case Organizer shall refund an amount equal to 90% of the Contribution already paid to Organizer by Sponsor, within 30 days of the originally scheduled date for the Congress, and the balance will be retained by Organizer as a handling fee.

Should Sponsor fail to notify Organizer of its choice within said 21 days, then (i) above shall apply by default.

Sponsor 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 Sponsor or any third party on its behalf including any and all personal items brought to the Congress by Sponsor employees and consultants (together "Sponsor 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 Sponsor Materials. Sponsor shall be solely responsible for the Sponsor Materials and for the property and persons of Sponsor's employees, agents, consultants and any third party acting on its behalf and for any other third party who may visit Sponsor's Space. The Sponsor will purchase insurance policies for the above listed damages and will ensure that Organizer is named as a co-insured party under such policies.

Sponsor 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 Sponsor to act in accordance with the Agreement, and/or (ii) any act or omission of Sponsor, its employees, officers and agents and any contractors, Representatives or other personnel hired by or on behalf of Sponsor 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), (iii) any Presentations; and/or (iv) any other matter in which Sponsor 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. Sponsor may not assign, mortgage, charge, sub-license 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 urich, Switzerland.

