PARTNER TERMS AND CONDITIONS

The Society of Hospital Medicine ("SHM") and the named party as listed on the Exhibitor and/or Sponsorship Registration Application ("Partner") agree to the following terms and conditions, together with all documents referenced in the Partner Resources & Partner Hub ("Agreement"). SHM reserves the right to render all interpretations and decisions on these terms and conditions, should questions arise, and to establish further regulations as may be deemed necessary for the general success and well-being of the exhibition and/or any person(s) affiliated therewith. SHM's decisions and interpretations of these terms, conditions, and any referenced materials shall be final in all cases. All issues not addressed herein are subject to the decision of SHM.

Definitions:

Sponsor: Any external funding company/organization that secures a sponsorship opportunity, Expert Theater, Satellite Symposium, etc. as outlined in the SHM Partner Resources & Partner Hub without securing Exhibitor booth space within the Engagement Arena ("Sponsor"). It is understood that Sponsors that do not also purchase exhibiting space will not have a designated booth location.

Exhibitor: Any external funding company/organization that secures Exhibitor booth space within the Engagement Arena. Exhibitors have the opportunity to secure additional upgrades (Expert Theaters, Satellite Symposia, etc.) as outlined in the SHM Converge Partner Resources & Partner Hub. ("Exhibitor").

CONTRACT FOR PAYMENT AND SPACE. All Partner applications must be accompanied by payment in full.

NON-PROFIT DISCOUNTS. Any Partner wishing to secure a package that is offered at a discounted non-profit rate must accompany their application with proof of their non-profit status. In the event proof of non-profit status cannot be provided or is not accepted by SHM, a modified registration will be offered by SHM for a package at the rate tier that is closest to the non-profit rate. Once this modification has been agreed to, the Partner will be responsible for submitting payment for the remaining balance within 10 days.

CONFIRMATION OF APPLICATION ACCEPTANCE. In organizing SHM Converge, Society of Hospital Medicine seeks a variety of Exhibitors so that attendees will have an opportunity to see and investigate a broad range of products, services, companies, etc., in which hospital medicine professionals may have an interest. SHM is not always able to confirm exhibit space immediately and/or may request additional company information prior to accepting prospective Partners. SHM may, in its sole discretion, accept or reject any application for the following reasons or for any reason: the number of Exhibitors who seek to promote similar products or services; to provide space to other Partners whose products or services are more in accord with SHM's mission or attendees' interests; to give priority to Partners who support SHM in other ways. Accepted Partners will receive an official SHM Converge confirmation email issued by SHM.

REFUND OF PARTNER DEPOSIT IF APPLICATION IS NOT ACCEPTED. If SHM does not accept a Partner application, it shall issue a full refund to prospective Partner. No interest or other sums will be due.

EXHIBIT SPACE. SHM cannot guarantee specific space (live or virtual). As such, SHM reserves the right to change an exhibiting Partner's on-site location, with notice to Partner, even if a prior location was confirmed. SHM reserves the right to display booths in the best fashion deemed appropriate by show management. SHM shall not be liable for any such change that is deemed by SHM to be of equal or greater value.

CANCELLATION & REDUCTION POLICY. All cancellation and reduction requests must be in writing to SHM. Both parties agree that it is desirable to stipulate damages owed by Partners in the event of a cancellation by Partner as it would be difficult or impossible to ascertain the actual damages in the event of such cancellation. Both parties further agree that the damage amounts stipulated herein are fair and reasonable under the circumstances and that they take into account the total economic value of this
any applicable laws and regulations and for collecting and remitting all applicable sales taxes.

or terminate sales activities that it deems, in its sole discretion, inappropriate, unprofessional in nature, or not applicable to the least thirty (30) days prior to the first day of move-in and must receive written approval from SHM. SHM reserves the right to restrict must submit the Onsite Sales Request form (located on the Partnership Opportunities webpage under the Partner Hub section) at any exception has been granted in writing from SHM. Any exhibitor wishing to apply for an exception to the prohibition upon sales Sales of and order taking for goods and/or services are prohibited unless applicable, SHM reserves the right to restrict the noise level of exhibits and to enforce suitable methods of exhibit operation. services of Exhibitor. No Exhibitor may distribute information pertaining to products and services of another company. Under no circumstances shall services be rendered within the exhibition space unless prior written approval is obtained from SHM. Where applicable, SHM reserves the right to restrict the noise level of exhibits and to enforce suitable methods of exhibit operation. Exhibits, signs, displays, and exhibition activity by Exhibitor personnel or their affiliates are also prohibited outside of designated exhibit space, in any public space or elsewhere on the premises of the meeting facilities, or in the guest rooms or hallways of the hotel; these activities include, but are not limited to, distribution of flyers, leaflets, coupons, brochures, or other printed materials. Society of Hospital Medicine reserves the right to, at any time, formulate and publish any additional rules, regulations, guidelines, or other pronouncement relating to exhibits or the conference.

EXHIBITING PARTNERS. Exhibiting Partners will receive the applicable number of personnel passes that correspond to the secured exhibit package. These passes are valid for the Exhibit Hall only and do not provide access to educational sessions or other conference activities. Should exhibiting Partners require additional Exhibit Hall passes or full conference registration passes, they must be purchased from SHM at the rates established by SHM. Passes are not transferable or refundable.

ORDER-TAKING AND DISTRIBUTION OF MATERIALS. Sales of and order taking for goods and/or services are prohibited unless an exception has been granted in writing from SHM. Any exhibitor wishing to apply for an exception to the prohibition upon sales must submit the Onsite Sales Request form (located on the Partnership Opportunities webpage under the Partner Hub section) at least thirty (30) days prior to the first day of move-in and must receive written approval from SHM. SHM reserves the right to restrict or terminate sales activities that it deems, in its sole discretion, inappropriate, unprofessional in nature, or not applicable to the professional interests of attendees. Those granted exceptions for selling items in their booth are responsible for complying with any applicable laws and regulations and for collecting and remitting all applicable sales taxes.
FLOOR PLANS. All dimensions and locations cited in event space literature and/or shown on floor plans are believed, but are not warranted, by SHM to be accurate. SHM reserves the right to make such modifications as may be necessary to meet the needs of the conference attendees, the Exhibitors, and overall exhibit program as deemed suitable by SHM. Exhibits shall be arranged so as not to obstruct the general view or hide the exhibits of others.

The Exhibitor expressly agrees to do all installation and dismantling of exhibits during the times specified by SHM or its affiliates. In a virtual space, the Exhibitor understands that it is their sole responsibility to ensure all materials, attachments, etc. are uploaded to the virtual environment as specified by SHM within the Engagement Package.

ACCEPTABILITY OF EXHIBITS. All exhibits shall be to serve the interests of the attendees of SHM’s event and shall be operated in a way that will not detract from other exhibits, the exhibition, or the conference. Acceptability includes anything of a character which SHM determines to be objectionable or detracts from the exhibition or the overall meeting. SHM reserves the right to require the immediate withdrawal of any exhibit, materials, activities, or person(s) believed to be contrary to and/or injurious to the purpose of the meeting, or the well-being of SHM and/or conference attendees.

PROMOTION. To attract attendees and increase floor traffic and/or engagement during the conference and exhibition, Exhibitors agree to distribute conference information and promote the conference. In promoting the conference and exhibition, Exhibitor may only utilize materials and logos created by and provided by SHM. All non-SHM created promotional materials are strictly prohibited without prior review and approval by SHM.

PROHIBITED BEHAVIOR. SHM prohibits any form of harassment, sexual or otherwise. Accordingly, the following behaviors are strictly prohibited:

• Harassment or discrimination based on race, religion, gender, sexual orientation, gender identity, gender expression, disability, ethnicity, national origin, or other protected status.

• Sexual harassment or intimidation, including unwelcome sexual attention, stalking (physical or virtual), or unsolicited physical contact.

• Yelling at, threatening, or intentionally insulting others.

SHM will maintain a zero-tolerance policy with regard to the above-named behaviors. Violators, at SHM’s sole discretion, may be removed from the event and prohibited from returning, or any other measures deemed necessary by SHM, including the involvement of law enforcement.

(a) REPORTING PROHIBITED BEHAVIOR. Harassment or other violations of prohibited behavior should be reported immediately to SHM personnel either in person, in writing by email at bizdev@hospitalmedicine.org, or other written means of reporting (fax/mail). Society of Hospital Medicine may involve event security and/or local law enforcement, as appropriate, based on the specific circumstances. Event attendees and participants must also cooperate with any SHM investigation into reports of a violation of this policy by providing all relevant information that is requested by SHM.

SERVICES. It is mutually understood and agreed that Society of Hospital Medicine will provide Partner with the items outlined in the selected package that Partner selects and renders payment for.

LIMITATION OF LIABILITY. Partner agrees and understands that SHM’s liability hereunder shall not exceed the total sums of money paid to SHM pursuant to the terms hereof.

INDEMNIFICATION. Each party to this Agreement shall, to the extent not covered by the indemnified party’s insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, violations of any laws or ordinances, infringement of intellectual property, losses, and liabilities, including reasonable attorneys’ fees (collectively, “Claims”), arising out of or caused by the indemnifying party’s negligence or willful misconduct in connection with the provision and use of exhibit space as contemplated by this Agreement. This paragraph shall not waive any limitations of liability available to either party, nor shall it waive any defenses either party may have with respect to any Claim.

ENTIRE AGREEMENT. This Agreement together with the documents referenced herein (and including the SHM Converge Partner Resources & Partner Hub) and the SHM Converge Exhibitor Registration Form & Partner Terms & Conditions represents the sole agreement between the parties relating to this subject matter and may only be amended in writing by an agreement signed by both parties. This provision does not, however, preclude SHM from solely establishing additional rules and regulations governing the conference and exhibition.
NON-ASSIGNMENT. No Partner shall, without the written prior consent of SHM, assign this Agreement, sublet, or apportion the exhibit or sponsorship space assigned to it, whether space is in-person or virtual, to any other Exhibitor, entities, or person(s).

REMEDIES; INTERPRETATION. In addition to any remedies which may be available at law or in equity, SHM reserves the right to expel or fully remove the Partner from the Engagement Arena/Exhibit Hall/virtual exhibit arena and conference in the event SHM or a duly appointed designee determines that Partner has breached the terms of this Agreement or if, in the sole discretion of SHM, Partner or any of its agents or designees has acted in a manner not befitting the professionalism of the conference.

SEVERABILITY. In the event that any provision of this Agreement shall be held invalid, the remaining provisions of this Agreement shall continue to apply to the maximum extent allowed by law.

HEADINGS. Headings in this Agreement shall be for organizational purposes only and are not intended for use as an aid to interpretation of any provision.

FORCE MAJEURE. The Partner shall have no claim against SHM for loss, damages, or compensation arising from the prevention, postponement, or abandonment of the Exhibition for reasons beyond the Organizers’ control (“Force Majeure”). Events of Force Majeure shall include but shall not be limited to war, terrorist action, national emergency, civil unrest, labor disputes, SARS or Coronavirus (COVID-19) or other public health emergency, act of government or other government agency, closure or cessation of airline services, or a building becoming unavailable as a result of fire, storm, tempest, lightning, or other act of god. If, in the opinion of SHM, by rearrangement or postponement of the period of the exhibition, or by substitution of another venue, hall, or building, or by any other reasonable means, the exhibition can be carried through, the Agreement shall remain binding upon the parties, with any modification, substitution, or rearrangement as determined by SHM in its sole discretion.

BOOTH CONFIGURATION. SHM has provided the below policies for each booth configuration. SHM, in conjunction with the San Diego Convention Center, reserves the right to amend the booth policies if it becomes necessary for causes beyond the control of SHM and/or is advisable in the best judgment of SHM.

**Standard 10’x10’ Booth***:
- Backgrounds and pop-up signs may not exceed 8 feet in height and must not protrude more than 5 feet from the back wall. No exhibit construction can exceed the height of the side rail except in the back half of the booth.
- All signs and furniture must be contained in the Exhibitor’s defined 100 square feet. No materials may block the aisles.
- The Exhibitor must drape the reverse side of any wing or unfinished back panel extending from the back wall of the display to avoid a raw exposure to a neighboring booth and/or to an aisle. If draping is not in place by the scheduled end time of Exhibitor installation, SHM will have Freeman place draping of SHM’s choice at the Exhibitor’s expense.
- The San Diego Convention Center does not permit noticeable storage of Exhibitor’s crates and shipping materials in the booth. If shipping materials and/or crates are not stored properly by the scheduled end time of Exhibitor installation, SHM will have those items removed from the booth and stored at the Exhibitor’s expense.
- *Corner 10’x10’ booths may choose to remove the 3’ side rail along the aisle.*

**Standard 10’x20’ Booth***:
- Backgrounds and pop-up signs may not exceed 8 feet in height and must not protrude more than 5 feet from the back wall. No exhibit construction can exceed the height of the side rail except in the back half of the booth.
- All signs and furniture must be contained in the Exhibitor’s defined 200 square feet. No materials may block the aisles.
- The Exhibitor must drape the reverse side of any wing or unfinished back panel extending from the back wall of the display to avoid a raw exposure to a neighboring booth and/or to an aisle. If draping is not in place by the scheduled end time of Exhibitor installation, SHM will have Freeman place draping of SHM’s choice at the Exhibitor’s expense.
- The San Diego Convention Center does not permit noticeable storage of Exhibitor’s crates and shipping materials in the booth. If shipping materials and/or crates are not stored properly by the scheduled end time of Exhibitor installation, SHM will have those items removed from the booth and stored at the Exhibitor’s expense.
- *Corner 10’x20’ booths may choose to remove the 3’ side rail along the aisle.*
Island Booths (20’x20’, 20’x30’, 30’x30’):

- All island booths should be constructed to allow access from all sides.
- The maximum height of an island booth is 15 feet.
- Hanging signs must allow for an 18’ clearance from the floor to the bottom of sign.
- All renderings of island booth builds must be sent to the SHM Business Development Team via email (bizdev@hospitalmedicine.org) for approval by no less than 3 weeks before the scheduled start of installation.
- All required booth rigging must be arranged through Freeman, Inc. and PSAV.

INSTALLATION AND DISMANTLING OF EXHIBITS. The specific requirements as to time for installation and dismantling of exhibits are set forth in the Partner Resources & Partner Hub and Exhibitor Service Kit supplied to each Exhibitor. Partners agree to wait until the official hall closing time before dismantling booths, regardless of traffic flow. Dismantling of exhibits prior to the official hall closing time may result in loss of loyalty program status and/or additional action as deemed necessary by SHM.

ENGAGEMENT ARENA BADGES AND REGISTRATION. Exhibitors must register and obtain their badges from the Partner registration desk on-site at the San Diego Convention Center. Without badges, Exhibitors cannot enter the Engagement Arena. A complete listing of dates and times will be included in the official Exhibitor schedule set forth in the Partner Resources & Partner Hub and Exhibitor Service Manual.

- Exhibitor badges allow access to the Engagement Arena during installation, dismantling, and all exhibit hours. Engagement Arena access before or after these hours must be requested in writing and approved by SHM.
- Installation and dismantling companies and other Exhibitor-designated contractors must obtain work identification for their personnel from the official SHM General Service Contractor (Freeman). Work identification allows access to the Engagement Arena during move-in and move-out only. Access will be denied during exhibit hours.
- Engagement Arena badges do not allow access to educational sessions. Access to educational sessions can be purchased before the start of the meeting via the online registration portal or on-site at the registration desk.
- Engagement Arena badges are offered as outlined below:
  - 10x10 booths & 10x20 booths:
    2 complimentary Exhibitor booth staff badges; 1 discounted all-access conference registration (discounted to $475).
  - 10x30 booths:
    3 complimentary Exhibitor booth staff badges; 1 discounted all-access conference registration (discounted to $475).
  - 20x20 booths:
    4 complimentary Exhibitor booth staff badges; 2 discounted all-access conference registrations (discounted to $475 each).
  - 20x30 booths:
    5 complimentary Exhibitor booth staff badges; 2 discounted all-access conference registrations (discounted to $475 each).
  - 30x30 booths:
    6 complimentary Exhibitor booth staff badges; 2 discounted all-access conference registrations (discounted to $475 each).

Additional Exhibitor badges will cost $100 per badge. Purchasable exhibit personnel badges are limited to 8 additional personnel badges. Passes are not transferable or refundable.

EXHIBIT STAFFING. Exhibits must be staffed and operational during all scheduled exhibit hours as set forth in the Partner Resources & Partner Hub and Exhibitor Service Kit. Exhibitors agree to wait until the official hall closing time before dismantling booths, regardless of traffic flow. Vacating exhibits during exhibit hours or dismantling of exhibits prior to the official hall closing time may result in loss of loyalty program status and/or additional action as deemed by SHM.

LIABILITY, INDEMNIFICATION, AND SECURITY. Exhibitors must make provisions for safeguarding their goods, materials, equipment and display at all times. Neither SHM, its agents, and employees, Freeman and its agents, and employees, and the Facility or its employees (collectively “the Parties”) shall be held liable for, and they are hereby 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. In no event shall the Parties be liable for any consequential, indirect special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit Space, or otherwise, and whether arising out of breach of any express or implied warranty, breach of
contract, negligence, misrepresentation, strict liability in tort or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with this Agreement, or otherwise. Exhibitor agrees that the liability of the Parties for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit fees paid under this Agreement. The Exhibitor shall indemnify, defend, and protect the Parties against, and hold and save the Parties harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorneys’ fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts or negligence of, or failures to act by Exhibitor and, or any of their officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of this Agreement, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of any trademark.

**INSURANCE.** The Partner acknowledges that the Society of Hospital Medicine, its contractors, and vendors, and the San Diego Convention Center do not maintain insurance covering the Exhibitor’s property. The Exhibitor and/or the company on behalf of which the Exhibitor is presenting, shall be required to obtain and maintain, in full force and effect, and at its own cost and expense, insurance coverage for General Liability Insurance and Worker’s Compensation Insurance for the installation, staffing, and dismantling of the exhibit booth. A copy of the Exhibitor certificate of insurance, confirming a minimum coverage of $1,000,000 per occurrence and $2,000,000 aggregate, and naming the Society of Hospital Medicine (SHM) and each of its respective affiliates, subsidiaries, regents, employees, agents, officers, and directors as an additional insured on each applicable insurance policy, is required. The Exhibitor is required to provide a certificate of insurance to SHM upon request.

**MATERIAL HANDLING.** Exhibitors may hand-carry their own materials into the exhibit facility. Exhibitors are responsible for the retrieval, management and shipment of their materials, goods, and/or display. The Exhibitor assumes entire responsibility of payment of all monies associated with the handling, shipment and retrieval of materials, goods, and/or display. The use or rental of dollies, flat carts, and other mechanized equipment is not permitted. There will be controlled access to the loading docks and loading areas to maintain a safe and orderly move-in and move-out.

**Official General Service Contractor**
Freeman
Freeman.com
1-888-508-5054

The official general service contractor is responsible for carpet purchases, labor arrangements, furniture rental, and placement of incoming and outgoing freight, signage, and drayage service. They also serve as liaison between the Exhibitor and other subcontractors (cleaning, electrical or other) and they are there to ensure a smooth operation within the Engagement Arena.

**Exhibitor Service Manual Kit**
An Exhibitor Service Manual containing the necessary forms for ordering equipment, Exhibitor badges, and services for booths will be made available to each Exhibitor. The Exhibitor Service Manual will not be distributed until receipt of final payment/payment in full and approval.

**Use of Exhibitor-Appointed Contractors**
If you plan to use a service contractor other than the official contractor (“Exhibitor Appointed Contractor” or “EAC”), notify the SHM Business Development Team in writing, otherwise the Exhibitor-appointed contractor will not be permitted to set up your booth. EACs are required to provide a rendering of your booth to SHM for approval. EACs are required to furnish SHM with an insurance certificate in the amount of $1,000,000 liability to include property damage prior to the meeting. The certificate must indicate full coverage for the installation and dismantle dates.

**UNAUTHORIZED VENDORS.** Partners are sometimes targeted by companies that may claim to be affiliated with SHM or the SHM Annual Conference. Please be aware that these companies are not authorized to provide services on behalf of SHM, its contractors, and affiliates, and SHM shall not be liable for their activities. All official Annual Conference vendors will be listed online and in the Exhibitor Service Manual. Official vendor forms and communications will be found in the Exhibitor Service Manual. SHM encourages Exhibitors who are contacted by an unauthorized vendor to share the soliciting vendor’s company name and contact information with SHM via email at bizdev@hospitalmedicine.org.

**SOLICITATION.** Solicitation by Partners outside of their allocated space is strictly prohibited. Should a Partner be in violation, SHM reserves the right to remove the Partner from the exhibition and may result in possible loss of eligibility for participation at future SHM annual meetings.
INDUSTRY GUIDELINES. In recent years, much attention has been given to the relationships between the pharmaceutical and medical device/equipment industry and healthcare professionals. Gifts, individual relations, and professional education have been topics at the forefront of discussion. SHM reminds all Partners of their responsibility to be aware of and abide by all applicable codes including but not limited to those listed below:

- Advanced Medical Technology Association (AdvaMed) - Code of Ethics for Interactions with Health Care Professionals
- Council of Medical Specialty Societies - Code for Interactions with Companies
- American Medical Association Opinion 8.06; Opinion 8.061: Gifts to Physicians from Industry
- Office of Inspector General, Department of Health and Human Services - Compliance Program Guidance for Pharmaceutical Manufacturers
- Pharmaceutical Research and Manufacturers of America (PhRMA) - Code on Interactions with Healthcare Professionals

AMERICANS WITH DISABILITIES ACT. The San Diego Convention Center is ADA compliant. As new standards are introduced, it is their goal to implement those changes or upgrades in a timely manner. In accordance with the ADA, they are responsible for permanent premises access accommodations, such as, but not limited to, wheelchair lifts, elevator standards, door width standards, and restroom accessibility. All Exhibitors assume responsibility for compliance with the Americans with Disabilities Act (ADA) within their assigned exhibit space. As such the representatives of each exhibiting company will be responsible for making their exhibit accessible to persons with disabilities as required by the Americans with Disabilities Act and shall hold SHM harmless for any consequences of an Exhibitor’s failure in this regard.

SMOKING. Smoking of all kinds, including vaporized tobacco, is strictly prohibited.

VIOLATION OF REGULATIONS. All Partners and their representatives agree to adhere to all rules and regulations, requirements, and restrictions as set forth in the Partner Resources & Partner Hub, Exhibitor Service Kit, and SHM Rules and Regulations. Those Partners who, in the opinion of SHM, do not conform to these regulations or who conduct themselves in ways contrary to the success of SHM Converge will be subject to removal from the exhibition, the loss of Rewards Program status, points, or other action as deemed appropriate by SHM.

Partner Printed Name

Partner Signature

Date