

APPLICATION AND CONTRACT TERMS AND CONDITIONS

This Application and Contract to participate in the American Burn Association Annual Meeting at Gaylord Texan Resort and Convention Center over May 16 - 19, 2023 ("Event") including but not limited to move-in and move out dates, shall become effective when it has been submitted by the exhibiting and/or sponsoring company and accepted by the American Burn Association. The individual signing this Application and Contract represents and warrants that he/she is duly authorized to execute this binding Application and Contract on behalf of the exhibiting or sponsoring company. By signing below, the exhibiting and/or sponsoring company agrees to be bound by the terms and conditions below. The exhibiting and/or sponsoring company agrees that upon acceptance of this Application and Contract by the American Burn Association, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract, together with the terms and conditions below, (collectively "this Contract") shall become a legally binding contract between the American Burn Association and exhibiting and/or sponsoring company ("Exhibitor/Sponsor").

1. SHOW MANAGEMENT

Smithbucklin will serve as manager of the Event's trade show ("Show"). Smithbucklin is responsible for assignment of exhibit booth space, exhibit logistics and collection of Exhibitor/Sponsor payment. Smithbucklin acts as a liaison between Exhibitor/Sponsors, The American Burn Association (ABA) and all official Show contractors. If you have any questions about your exhibit booth, contact Smithbucklin directly.

Smithbucklin

330 N. Wabash Ave.

Ste. 2000

Chicago, IL 60611 USA

Phone: 312-673-5667

Email: abaexhibits@Smithbucklin.com

2. BOOTH RENTAL FEE

For Profit Organizations

10x10 Standard Inline \$3,775

10x10 Standard Corner \$4,050

Not for Profit Organizations

10x10 Start Up \$1,530

10x10 Non Profit \$2,850

For purposes of this Contract, the amount of the rental cost associated with the booth selected by Exhibitor is referred to as the "Exhibit Booth Fee."

3. ASSIGNMENT OF SPACE

For all Contracts received on or before Monday, April 4, 2022. Space is assigned Wednesday, April 6, 2022 via space selection based on priority points.

What are Priority Points?

Priority Points are earned each year for a company's support and partnership with the ABA. Points for 2023 will be earned as follows, and will be added on to previous points earned.

- 1 point for submitting a booth space contract by July 29, 2022.
- 1 point for each 100 sq. ft of exhibit space reserved
- Points for sponsorship awarded as follows:
 - \$30,000 + = 4 points
 - \$15,000 - \$29,999 = 3 points
 - \$5,000 - \$14,999 = 2 points
 - \$2,500 - \$4,999 = 1 point

For all Contracts received on or after Wednesday, April 6, 2022, space will be assigned on a first-come, first-served basis starting the week after the online space selection is complete.

If an Exhibitor is acquired by another exhibitor after their initial space selection, the acquired exhibitor can move to the acquiring exhibitor's booth without any financial liability. Alternatively, the acquired exhibitor may retain its contracted space to exhibit its own products and also may display the company name of the acquiring exhibitor but not the acquiring exhibitor's products.

Exhibitor should frequently review its space location and changes to neighboring booths/areas for updates to the floor plan. It is the Exhibitor's responsibility to keep up with changes to their assigned area. The American Burn Association anticipates alterations to the initial plan and cannot be held responsible for changes that may affect a participating Exhibitor's selection of space.

The American Burn Association reserves the right to change Event hours or dates, to rearrange the floor plan, and/or to relocate any Exhibitor as it deems necessary at any time.

4. PAYMENTS, CANCELLATIONS & REFUNDS

Applications and Contracts will be accompanied with a 100% percent deposit invoice. All invoices are due net 30 days, and must be paid in full prior to any fulfilment of the contract.

Applications and Contracts will not be processed without the required payments. Credit card payments can be made online using American Express, Discover, MasterCard or Visa. Make all checks payable to The American Burn Association Show and remit to the following address:

American Burn Association
Attn: Exhibit Payments
311 S. Wacker, Suite 950
Chicago, IL 60606

The American Burn Association reserves the right to hold or revoke Exhibitor badges for any Exhibitor with an unpaid balance and to instruct all official show contractors to deny goods and services.

5. CANCELLATION OF FULL OR PARTIAL SPACE BY EXHIBITOR

Cancellation must be directed via email to Narug@ameriburn.org. All exhibits and sponsorships are available on a first-come, first-served basis. Exhibits and sponsorships are not reserved until ABA receives payment. Companies may not cancel exhibits or sponsorships after acceptance; ABA will issue no refunds. Exhibitor, as a condition of being permitted by ABA to be an Exhibitor in the Annual Conference, agrees to indemnify and hold harmless ABA, Smithbucklin Corporation, and the irrespctive directors, officers, employees or agents, from any and all loss, which Exhibitor may suffer as a result of show cancellation, duration, delay or other alterations or changes caused in whole or in part by any reason outside ABA's control.

Notwithstanding the foregoing, Exhibitor will have no right to cancel subsequent to the American Burn Association cancellation pursuant to Section 6.

6. CANCELLATION OR CHANGES TO SHOW BY The American Burn Association

If for any reason beyond the American Burn Association's control the American Burn Association determines that the show must be cancelled, shortened, delayed, dates changed, or otherwise altered or changed, Sponsor understands and agrees that the American Burn Association shall not refund the rental fees paid to it by Exhibitor/Sponsor and that all losses and damages that it may suffer as a consequence thereof are its responsibility and not that of the American Burn Association or its directors, officers, employees, agents or subcontractors. Exhibitor/Sponsor understands that it may lose all monies it has paid to the American Burn Association for space in the Show, as well as other costs and expenses it has incurred, including travel to the Show, setup, lodging, decorator freight, employee wages, etc.

Exhibitor/Sponsor, as a condition of being permitted by the American Burn Association to be an Exhibitor/Sponsor in the Show, agrees to indemnify, defend and hold harmless the American Burn Association, its directors, officers employees, agents and subcontractors from any and all loss which Exhibitor/Sponsor may suffer as a result of Event cancellation,

duration, delay or other alterations or changes caused in whole, or in part, by any reason outside the American Burn Association's control. The terms of this provision shall survive the termination or expiration of this Contract.

7. ELIGIBILITY TO EXHIBIT

The American Burn Association reserves the right to determine the eligibility of any exhibitor for inclusion in the Show and to prohibit an exhibitor from conducting and maintaining an exhibit if, in the sole judgment of the American Burn Association, the exhibitor or exhibit or proposed exhibit shall in any respect be deemed unsuitable. Exhibitor's eligibility to exhibit in the Show must remain in effect from the time of submission of the Contract to the time of the Event and should the American Burn Association determine that Exhibitor is no longer eligible to exhibit at the Show (though previously deemed eligible), The American Burn Association may notify the Exhibitor and may terminate this Contract without liability upon written notice to Exhibitor.

8. SUBLETTING OF EXHIBIT SPACE PROHIBITED

Exhibitor is prohibited from assigning or subletting a booth or any part of the space allotted to it nor shall it exhibit or permit to be exhibited in its space any products or advertising materials which are not a part of its own regular products, or which are not compatible with the purpose and/or character of the American Burn Association as determined by the American Burn Association in its sole discretion.

9. PROMOTIONAL ACTIVITIES

Further, Exhibitor/Sponsor shall not engage in any promotional activities, which the American Burn Association determines to be outside the purpose and/or character of the American Burn Association as determined by the American Burn Association in its sole discretion.

10. RETAIL SALES

No retail sales, where payment is received and product delivered, are permitted in the exhibit hall of the Event ("Exhibit Hall") at any time. Payment and/or orders may be taken for future delivery.

11. INTELLECTUAL PROPERTY MATTERS

The Exhibitor/Sponsor represents and warrants to the American Burn Association that no materials used in or in connection with its exhibit infringe the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor/Sponsor) or other intellectual property rights of any third party. The Exhibitor/Sponsor agrees to immediately notify the American Burn Association of any information of which Exhibitor/Sponsor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights or other intellectual property rights. The Exhibitor/Sponsor agrees to indemnify, defend and hold the American Burn Association, officers, directors, employees, agents, successors and assigns harmless from and against all losses, damages and costs (including attorneys' fees) arising out of or related to claims of infringement by Exhibitor/Sponsor, its employees, agents, or contractors of the trademarks, copyrights and other intellectual property rights of any third party.

Notwithstanding the foregoing, the American Burn Association, its officers, directors, employees, agents, and each of them, shall not be liable for and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights or other intellectual property of any third party arising out of the actions of any Exhibitor/Sponsors. The terms of this provision shall survive the termination or expiration of this Contract.

12. USE OF THE AMERICAN BURN ASSOCIATION NAME

The American Burn Association, the American Burn Association Annual Meeting and Event logo are registered trademarks owned by the American Burn Association. Participation by Exhibitor/Sponsor in the Event does not entitle Exhibitor/Sponsor to use such names or logos, except that Exhibitor/Sponsor may reference the Event and use the Event logo with reference to Exhibitor/Sponsor's participation as an Exhibitor/Sponsor at the American Burn Association Annual Meeting. Participation in the Event does not imply endorsement or approval by the American Burn Association of any product, service or participant and none shall be claimed by any participant.

13. SET-UP TIME

Set-up of exhibits begins in the Facility at 8:00am, Monday, May 15th. If an exhibit is not set-up by 2:00 pm, Tuesday, May 16th, the American Burn Association reserves the right to cancel such space, to re-assign such space to another Exhibitor/Sponsor, or to make such other use of the space as deemed necessary or appropriate. The American Burn Association reserves the right to set-up the exhibit or remove the freight from the booth at the Exhibitor/Sponsor's expense. The American Burn Association reserves the right to modify move-in/Show hours/move-out, in which case all Exhibitor/Sponsors will be notified prior to the effective date of such changes. No refund will be made to the original contracting Exhibitor/Sponsor with respect to the American Burn Association's election of any rights under this Section 14.

14. EVENT HOURS

Tuesday, May 16th, 2023: 3:00 pm – 7:00 pm
Wednesday, May 17th, 2023: 9:30 am – 7:00 pm
Thursday, May 18th, 2023: 9:30 am – 2:00 pm

The American Burn Association reserves the right to change Event hours or dates as it deems necessary at any time.

15. DISMANTLING OF EXHIBITS

Exhibits are to be kept intact until the closing of the Exhibit Hall on Thursday, May 18th, 2:00 pm. No part of an exhibit shall be removed during the Show hours without special permission from the American Burn Association. Should Exhibitor begin dismantling its booth before the close of the Exhibit Hall, Exhibitor may lose part or all of its priority points and may entirely lose the privilege of exhibiting at future American Burn Association events.

All freight must be removed from Facility by Thursday, May 18th, 8:00 pm. If exhibits are not removed by this time, The American Burn Association reserves the right to remove exhibits and charge the expense to Exhibitor and the American Burn Association shall have no liability for any loss or damage to Exhibitor's exhibit property caused by such removal.

16. BADGES

Exhibitor will be provided (1) complimentary Expo Only badge per (100) sq. ft. of exhibit space purchased. Exhibitor will be provided (1) complimentary Exhibitor Full Conference badges per (100) sq. ft. of exhibit space purchased. Expo Only badges are for Exhibitor's full and part time employees or contractors. Expo Only badges and Full Conference badges allow access to the Exhibit Hall during move-in, Show hours and move-out.

Event attendees do not have access to the Exhibit Hall until Tuesday, May 16th, 3:00 pm. Should Exhibitor give its badges to an Event attendee in order for the attendee to gain access to the Exhibit Hall prior to this time Exhibitor may, at the sole discretion of the American Burn Association, lose part or all of its company's priority points, and may entirely lose the privilege of exhibiting in future American Burn Association events. The American Burn Association reserves the right to give an Exhibit Hall pass to any Exhibitor or Event attendee in order to grant them access to the Exhibit Hall at any time.

17. MINIMUM AGE FOR ADMISSION

Children under the age of 16 are not permitted in the Exhibit Hall at any time. Any attendees or exhibitors arriving with children under the age of 16 will be denied access to the Exhibit Hall with such children without any exceptions or refunds.

18. EXHIBITOR/SPONSOR LIABILITY

Exhibitor/Sponsor remains solely responsible for the safety of its property at all times during transit to and from the facility and in the Exhibit Hall. Neither the American Burn Association, its directors, officers, employees, agents, subcontractors, nor Smithbucklin, (collectively "Show Management") are responsible for Exhibitor/Sponsor's property or any loss thereto from any cause.

EXHIBITOR/SPONSOR HEREBY WAIVES AND RELEASES ANY CLAIM OR DEMAND IT MAY HAVE AGAINST ANY OF THE SHOW MANAGEMENT BY REASON OF ANY DAMAGE TO OR LOSS OF ANY OF ITS PROPERTY.

19. INDEMNIFICATION

Exhibitor/Sponsor agrees that it will indemnify, defend and hold Show Management, the American Burn Association, their respective officers, directors, employees, agents and each of them, harmless from and against a) the performance or breach of this Contract by Exhibitor/Sponsor, its employees, agents or contractors; b) the failure by Exhibitor/Sponsor, its

employees, agents or contractors to comply with applicable laws, regulations and ordinances; and c) the act, omission, negligence, gross negligence, or willful misconduct of Exhibitor/Sponsor, its employees, agents, contractors, licensees, guests, or invitees. This indemnification of Show Management by Exhibitor/Sponsor is effective unless such injury was caused by the sole gross negligence or willful misconduct of Show Management. Exhibitor/Sponsor agrees that if Show Management or the American Burn Association is made a party to any litigation commenced by or against Exhibitor/Sponsor, or relating to this Contract or the premises leased hereunder, then EXHIBITOR/SPONSOR WILL PAY ALL COSTS AND EXPENSES, including attorneys' fees, INCURRED BY OR IMPOSED UPON SHOW MANAGEMENT OR THE AMERICAN BURN ASSOCIATION BY REASON OF SUCH LITIGATION. THE TERMS OF THIS PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONTRACT.

20. INSURANCE

Exhibitor is required to maintain and to provide a certificate of insurance to Show Management before the Show evidencing the following:

- (a) General liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate
- (b) Owned (if applicable), hired and non-owned auto liability with limits not less than \$1,000,000 per occurrence
- (c) Workers' compensation with state statutory limits
- (d) Employer's liability with limits not less than \$500,000
- (e) Commercial umbrella liability with limits not less than \$5,000,000
- (f) Personal property and equipment on a special form replacement cost basis

The American Burn Association, Smithbucklin Corporation, and the Gaylord Texan are to be listed as additional insureds on a primary and non-contributory basis with respect to general/auto/umbrella liability.

A waiver of subrogation must apply to all policies. All carriers are to maintain an A.M. Best rating of not less than A- VII.

Exhibitor will not be permitted to set up its booth prior to submitting the proper certificates. Certificates should be sent to: abaexhibits@Smithbucklin.com.

21. USE OF SPACE — GENERAL

- (a) Exhibitor is not permitted to display or distribute literature or any promotion outside the confines of its assigned exhibit space in the Exhibit Hall. Distribution or display of promotional material in public areas of the facility or meeting rooms is strictly prohibited. The American Burn Association also reserves the right to remove, at Exhibitor's cost, any promotional material or product deemed by Show Management as not suitable for display at the American Burn Association Annual Meeting.
- (b) Exhibitor is prohibited from possessing, displaying or depicting any products or components or company names in their booth that could be interpreted as being a promotion or comparison (features, benefits, price etc.) of another company.
- (c) No exhibit will be permitted that interferes with the use of other exhibits or impedes access to them or impedes the free use of the aisles.
- (d) Distribution by Exhibitor, or its agents, of any printed materials, souvenirs or other articles shall be restricted to the Exhibitor's exhibit space. No noisemakers, helium balloons, lighter-than-air objects, gummed stickers or labels will be permitted as handouts.

Any special promotions, music or stunts planned by Exhibitor at any time during the Event must be approved by the American Burn Association. Details should be submitted to Show Management via email to abaexhibits@smithbucklin.com at least 10 business days prior to the start of the Event. The American Burn Association reserves the right to designate specific days and hours during which special promotions and stunts may be conducted, if they are permitted at all.

- (e) The American Burn Association allows drawings, games of chance and raffles in the Exhibit Hall, subject to the prior written approval of the American Burn Association. Exhibitor must abide by all Grapevine & Texas statutes and regulations regarding drawings, games of chance and raffles.
- (f) No animals are permitted in the Facility other than service animals.
- (g) Exhibitor must abide by all of the General Policies, Rules, and Regulations of the facility, a copy of which is included in the Exhibitor Services Manual, made available to Exhibitor in November 2022. The facility has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual. To obtain a copy of the General Policies, Rules, and Regulations of the facility prior to publication in the Exhibitor Services Manual Exhibitor may email abaexhibits@smithbucklin.com.
- (h) Exhibitor shall be responsible for compliance with the Americans with Disabilities Act. Exhibitor shall indemnify, defend and hold Show Management harmless from any and all claims, costs, expenses or other damages, arising out of Exhibitor's breach of this provision consequences of Exhibitor's failure in this regard. The terms of this provision shall survive the termination or expiration of this Contract. For more information on the Americans with Disabilities Act and how to make exhibit space accessible to persons with disabilities, please contact:

U.S. Department of Justice ADA, Civil Rights Division Disability Rights Section – NYAV 950 Pennsylvania Avenue, NW Washington, D.C. 20530 USA phone: +1.800.514.0301 (voice) +1.800.514.0383 (TTY), website: www.ada.gov

- (i) Helium or other compressed gas tanks must be properly secured to prevent toppling. Facility reserves the right to require compressed gas tanks to be removed from the Exhibit Hall during Show Hours. Helium-filled balloons are allowed in the Facility only as a display, and must be fastened to the booth. Balloons may not be given out within the Facility. All lighter-than-air objects must be removed from the Facility at the close of the Event. Facility reserves the right to assess a fee for retrieving any escaped lighter-than-air objects to the Exhibitor.
- (j) The Gaylord Texan is the only official housing vendor for the Event and other companies may not provide the prices, service and reliability available by the Gaylord Texan. If you are contacted by ANY company except the American Burn Association about hotel reservations for the American Burn Association Annual Meeting, please inform Show Management at abaexhibits@smithbucklin.com. The American Burn Association shall not be responsible for any damages or costs related to Exhibitor making hotel reservations via an unauthorized solicitation of hotel reservations.
- (k) All booth personnel must be properly and modestly clothed.
- (l) Exhibitor is permitted to serve food and non-alcoholic beverages in its booth during Event hours. Non-alcoholic beverages do not need to be served by a bartender but all beverages and food must be ordered through the facility's caterer.
- (m) All booth floors must be finished. Exposed concrete is not acceptable. Booth carpet order forms are included in the Exhibitor Services Manual.
- (n) Exhibitor is prohibited from taking videos and photographs of any booths in the Exhibit Hall, other than their own. Aerial photography, videography or stunts of any kind by an Exhibitor, i.e. drones, are strictly prohibited. The Exhibitor acknowledges and agrees that the American Burn Association, its employees and contractors may take photographs/videos, which could include images of Exhibitor, its name and logo, its representatives and its exhibits while attending the Exhibition. Exhibitor hereby consents to and grants to the American Burn Association and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. Exhibitor acknowledges that the American Burn Association is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims Exhibitor and its representatives may have relating to or arising from the images or their use.

- (o) Music in the booth or at any of Exhibitor's function held in conjunction with the Event is subject to applicable copyright and licensing fees. It is the sole responsibility of the Exhibitor to pay applicable fees.
- (p) Hanging signs are permitted in all peninsulas, modified peninsulas, split islands. Hanging signs are NOT permitted in inline or perimeter booths.
- (q) All exhibit fixtures and booth structures are permitted to a maximum height of (8') (2.44 m) in inline booths. All exhibit fixtures and booth structures are permitted to a maximum height of (12') (3.66 m) in all perimeter booths. Exhibitor agrees to abide by these maximum height limits and all other Booth Construction/Display Rules & Regulations included in the Exhibitor Services Manual. To obtain a copy prior to publication in the Exhibitor Services Manual, Exhibitor may email abaexhibits@smithbucklin.com.
- (r) If Exhibitor occupies an Island, Split Island, Peninsula or Modified Peninsula space, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval. If Exhibitor received a written booth violation notice at the Event in prior years, Exhibitor must submit a detailed floor plan, including dimensions, to Show Management for review and approval. Floor plans should be submitted via email to abaexhibits@smithbucklin.com.
- (s) Umbrellas and canopies are considered part of the overall booth components and may not protrude into the aisle.

22. USE OF SPACE — LIGHTS/ AUDIO / VEHICLES ETC.

- (a) No spotlight may be directed toward the aisles or so directed that it proves to be irritating or distracting to neighboring Exhibitors or guests.
- (b) Droplights or special lighting devices must be hung at a level or positioned so as not to prove to be an irritant or distraction to neighboring Exhibitors or guests.
- (c) No strobe light effects are permitted.
- (d) Projectors, computer screens or TV screens must not cause people to block the aisle. Computer screens and TV screens are considered part of the overall booth components and may not protrude into the aisle.
- (e) Loud speakers or operation of equipment, which is of excessive sound volume to be annoying to neighboring Exhibitors or guests is not permitted based on the 80/80 Rule: Any sound that consistently exceeds 80 decibels measured at the edge of an Exhibitor's booth or is clearly identifiable more than 80 feet from that booth is considered objectionable.
- (f) No lighting, fixtures, lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space. All lighting should be directed to the inner confines of the booth space. Lighting should not project onto other exhibits or aisles. Exhibitors intending to use hanging light systems are required to submit a detailed floor plan with light locations and dimensions, including height, of all items in the booth, to Show Management for review and approval.
- (g) Vehicles may not be displayed without prior written approval from the American Burn Association and the Public Safety Department of the facility.

23. MEETINGS & DISPLAYS OUTSIDE EXHIBIT AREA

In order to ensure the success of the Event and avoid dilution of benefits extended to all partners, Exhibitor may not extend invitations, call meetings or otherwise encourage absence of other exhibitors/sponsors attendees from any program or other component of the Event during Show hours or any function sponsored in connection with the Event without prior notice to and approval by the American Burn Association.

Absolutely no exhibits are permitted outside the Facility. There are to be no displays in hotel rooms, hotel public areas or other facilities or areas contracted or used by the American Burn Association.

24. ATTENDEE LISTS

Attendee lists from the Event are distributed only to exhibiting companies, other official partners and attendees. Please note that Exhibitor and no other individual or organization are authorized to market or to sell attendee lists of the American Burn Association. Such lists shall only be used for mailings of promotional material relating to Exhibitor's booth at the Event and shall not be reproduced, transferred or used in any other manner. In using such lists for mailings, Exhibitor must ensure compliance with all country, state and local laws and regulations including, but not limited to, the European Union's General Data Protection Regulations (GDPR and the California Consumer Privacy Act (CCPA). The Exhibitor shall indemnify, hold the American Burn Association, its directors, officers, employees, agents or subcontractors harmless from the performance or breach of this provision by Exhibitor, its employees, agents or contractors. The terms of this provision shall survive the termination or expiration of this Contract.

25. FIRE REGULATIONS

- (a) All materials used in exhibit booth(s) must be of a non-flammable nature. Electric signs and equipment must be wired to meet the specifications of the Facility and the Dallas Fire Prevention and Inspection Bureau.
- (b) If Exhibitor has equipment that produces heat, smoke or open flames as an integral part of product demonstration, Exhibitor must provide ventilation, safety equipment and proper insulation and utility connections meeting all local fire regulations. Under such circumstances, Exhibitor must also receive written approval of plans from the Facility, the Dallas Fire Prevention and Inspection Bureau and from the American Burn Association. A heat producing device form to request approval from the Dallas Fire Prevention and Inspection Bureau is included in the Exhibitor Services Manual.
- (c) A complete list of all fire regulations is included in the Exhibitor Services Manual. The Dallas Fire Prevention and Inspection Bureau has reserved the right to update, change or amend its rules and regulations after publication in the Exhibitor Services Manual.

26. LABOR RELATIONS

- (a) Full-time employees of Exhibitor may set up Exhibitor's own exhibits without assistance from the local union. Any labor services that may be required beyond what Exhibitor's regular full-time employees can provide must be rendered by union personnel and can be ordered in advance through The Exposition Group. Proof of full-time employment status may be requested by the Union Steward of any personnel working in Exhibitor's booth.
- (b) If Exhibitor intends to use an Exhibitor Appointed Contractor (EAC) to install and/or dismantle their booth, Exhibitor must register their EAC prior to the date specified in the Exhibitor Services Manual. An EAC registration form is provided in the Exhibitor Services Manual. An original Certificate of Insurance must be filed with the American Burn Association in order for any EACs to gain access to the Exhibit Hall. The Facility follows the ESCA (Exhibition Service Contractors Association) Badging System. All EACs are required to wear both a Facility Access Credential and individual Event credential at all times.
- (c) Exhibitors must abide by all labor requirements as outlined in the exhibitor services manual.

27. EXHIBITOR SERVICES MANUAL

In November 2022, The Exposition Group will distribute an Exhibitor Services Manual to Exhibitor that provides complete shipping instructions, production information, and other forms for all services needed during installation, Show hours and dismantle.

28. WARRANTIES

The American Burn Association makes no warranties, either express or implied, as to the availability or suitability of the contractors, services and/or equipment of the facility, the American Burn Association, or their respective employees, agents or contractors.

29. AMENDMENTS/ INTERPRETATION

The American Burn Association reserves the right to amend and enforce this Contract. Written notice of any amendments shall be given to Exhibitor/Sponsor. Exhibitor/Sponsor, for itself, its agents and employees, agrees to abide by this Contract set forth therein, or by any subsequent amendments. The American Burn Association reserves the sole right to interpret this Contract. All interpretations are final and are not subject to review or to appeal. Exhibitor/Sponsor, in the sole interpretation of the American Burn Association shall be subject to disciplinary action up to and including ejection from the Event and refusal to participate in any future events of the American Burn Association.

30. ENFORCEMENT/ MISCELLANEOUS

This Contract is governed by Illinois law and the Exhibitor/Sponsor consents to the exclusive jurisdiction of the State and Federal courts seated in Cook County, Illinois, with respect to any action arising out of this Contract or the American Burn Association. The parties explicitly acknowledge and agree that the provisions of this Contract are both reasonable and enforceable. However, the provisions of this Contract are severable and, as such, the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

This Contract will be binding on the Exhibitor/Sponsor's heirs, successors and assigns.

31. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE FACILITY, THE AMERICAN BURN ASSOCIATION ANNUAL MEETING, THE AMERICAN BURN ASSOCIATION, THEIR OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "THE AMERICAN BURN ASSOCIATION PARTIES") BE LIABLE TO THE EXHIBITOR/SPONSOR OR ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR/SPONSOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND CONTRACT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THIS APPLICATION AND CONTRACT OR FOR ANY CLAIM BY EXHIBITOR/SPONSOR, EVEN IF ANY OF THE AMERICAN BURN ASSOCIATION PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR/SPONSOR AGREES THAT THE AMERICAN BURN ASSOCIATION PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR/SPONSOR, REGARDLESS OF THE CIRCUMSTANCES, SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR/SPONSOR AGREES TO INDEMNIFY AND DEFEND THE AMERICAN BURN ASSOCIATION PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY, OR ENGAGED BY THE EXHIBITOR/SPONSOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR/SPONSOR AGREES TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE AMERICAN BURN ASSOCIATION PARTIES ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CONTRACT. EXHIBITOR/SPONSOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEYS' FEES AND COSTS.

32. PERSONAL INFORMATION CONSENT

EXHIBITOR/SPONSOR ACKNOWLEDGES THAT PERSONAL INFORMATION OF ITS COMPANY CONTACTS MAY BE USED BY THE AMERICAN BURN ASSOCIATION: (A) TO FULFILL THE PURPOSE AND OBLIGATIONS OF THIS CONTRACT; (B) TO COMMUNICATE OTHER INFORMATION ABOUT THE AMERICAN BURN ASSOCIATION; (C) TO ENGAGE IN OUTREACH TO SOLICIT CORPORATE SUPPORT OF THE AMERICAN BURN ASSOCIATION IN THE FUTURE; AND (D) IN FURTHERANCE OF ANY OTHER PURPOSE OUTLINED IN THE AMERICAN BURN ASSOCIATION'S PRIVACY POLICY.