

AAES Exhibitor and Sponsor Rules and Regulations

AAES Exhibitor and Sponsor Rules and Regulations are a binding and integral part of the exhibitor and/or sponsor's association with the AAES. The policies and procedures contained herein may differ greatly from other meetings or tradeshow, and we encourage you to read them in their entirety.

Introduction

All Exhibitor and Sponsor matters and questions not covered by these Policies and Procedures are subject to the decision of the AAES. These Policies and Procedures may be amended at any time by the AAES, and all amendments shall be equally binding on all parties. In the event of any amendment or addition to these Policies and Procedures, written notice will be given by the AAES to Exhibitors or Sponsors who may be affected.

Purpose

The purpose of our policies and procedures for Exhibitors and Sponsors is to provide a professional and educational environment in which the Exhibitor or Sponsor can demonstrate or promote, and meeting attendees can view products and services that improve the quality of care given to patients, enhance the management of surgical practice, or contribute to the educational and instructional atmosphere of the meeting. Our policies and procedures, along with the application for exhibit or sponsor space, are an integral and binding part of your contract with the American Association of Endocrine Surgeons (AAES) and have been designed to be implemented in a fair, effective, and equitable manner. The abbreviation "AAES" used in the policies and procedures shall mean the American Association of Endocrine Surgeons, a not-for-profit corporation, and, as the context may require, its directors, officers, and/or agents duly acting for the AAES in the management of any exhibits or sponsored events.

Exhibitor Eligibility

All exhibitors must remain in good standing with the AAES by following all rules and regulations. All products and services to be exhibited must be directly related to patient care and safety or the practice of surgery and approved by the AAES in its sole and absolute discretion. All decisions are final. Exhibitors may only display products and services regularly manufactured or distributed through the company's regular course of business and described in their application or approved in writing by AAES Meeting leadership and/or staff.

Eligibility and/or approval of an application to exhibit or sponsor does not indicate an endorsement of a product or service by the AAES. Any indication of such or use of AAES logos or other materials in the Exhibit Hall, in promotional or informational items (written, on-line, email, electronic, sound file, or other medium) by an Exhibitor will constitute removal from the Exhibit Hall or other venue. Distribution of any printed material, showing of equipment and product presentations to the AAES registrants or guests by Exhibitors or Sponsors other than in the Exhibitor's assigned exhibit space or Sponsor's venue is prohibited.

During the period of event activities, neither Exhibitors nor their agents or Sponsors may conduct, participate in, or support any educational or marketing activities directed toward event attendees other than as part of an approved exhibit without the permission of the AAES.

Code of Conduct

All exhibitors and sponsors and their representatives are expected to abide by the AAES Annual Meeting Code of Conduct available at www.endocrinesurgery.org/policies.

Programs and Presentations

Exhibitor presentations may take place during any hours the exhibit hall is open to registrants. Exhibitor programs or presentations must be confined to the Exhibitor's assigned exhibit space. The sound intensity of such activities as determined by Show Management, must not interfere with the activities of neighboring exhibitors. Show Management reserves the right to determine at what point sound constitutes interference with others and whether it must be discontinued.

Programs or presentations are to be straightforward in nature and must avoid the use of sideshow or theatrical gimmicks. Videos and films may be shown provided that screens are placed in the rear of the assigned exhibit space to eliminate congestion in the aisles. Any visual or other transmissions from off-site locations including tele-surgery require written permission from Show Management. Requests for these types of educational activities in your booth can be made to AAES staff.

Direct Sales

No direct sales are permitted to take place on the exhibit floor excluding book sales, loupes, or apparel. Orders may be taken and processed for delivery elsewhere, but product may not be conveyed in the exhibit area.

Display of Investigational Products

All Exhibitors and Sponsors must comply with FDA rules regarding display of investigational products. Display of any investigational products is not an endorsement by the AAES. To comply with the Food and Drug Administration's Guidelines on Notices of Availability, any investigational product exhibited or graphically depicted should:

- Contain only objective statements about the product.
- Contain no claims of safety effectiveness or reliability.
- Contain no comparative claims to other marketed products.
- Be displayed solely for the purpose of obtaining investigator responsibilities.
- Display a statement: "Caution – Investigational Device – Limited to Investigational Use" (or similar statement) in prominent size and placement.

FDA Regulations

Exhibitors and Sponsors are expected to abide by all applicable Food and Drug Administration (FDA) regulations. Exhibitors and Sponsors shall have available at their display a letter from the FDA describing the allowable use status of a product. Exhibitors and Sponsors are reminded of FDA restrictions on the promotion of investigational and preapproved drugs and devices and the prohibition on promoting approved drugs and devices for unapproved uses. Signs must be clearly visible, easily readable, and placed near the product and on any graphics depicting the product.

For additional information, contact the US Food and Drug Administration at 888-463-6332 or fda.gov.

If the FDA or a court of competent jurisdiction determines a company's exhibit at a meeting of the AAES is in violation of any FDA regulations, including, but not limited to, the promotional restrictions and rules stated above, the company or sponsor will be subject to sanctions, including, but not limited to, exclusion from exhibiting at subsequent meetings of the AAES.

Display of Class III Devices

Any display of Class III devices for off-label use must be accompanied by the following statement: "Display of this device for off-label use is not endorsed by AAES."

Insurance and Liability

The Exhibitor and/or Sponsor assumes entire responsibility and liability for losses, damages, and claims arising out of injury to any person, or loss of, or damage to property when such loss damage or injury is in any way connected to the Exhibitor's participation in the exhibition. Exhibitors and Sponsors shall indemnify and hold harmless the American Association of Endocrine Surgeons (AAES) and Show Management, their officers, directors, agents, members and employees, and the designated convention facilities, their agents, and employees from any and all such losses, damages and claims.

Exhibitors and Sponsors agree to protect, save and keep the AAES, Show Management and the Meeting Hotel forever harmless from any damage or charges imposed for violation of any law or ordinance whether occasioned by the negligence of the Exhibitor or Sponsor or its agents as well as strictly to comply with the applicable terms and conditions contained in the agreement between the Meeting Hotel and the AAES regarding the exhibit premises and further, an Exhibitor or Sponsor shall at all times protect, indemnify, save and keep harmless the AAES and the Meeting Hotel against any and all loss cost damage liability or expense arising from, or out of, or by reason of said Exhibitor or Sponsor's occupancy and use of exhibit premises or part thereof.

While Show Management will provide security, furnishing of such security shall not be deemed to affect the non-liability of the AAES or Show Management, their members, officers, representatives or official services contractors, or the Meeting Hotel to modify in any way the assumptions or risk provided herein.

If any part of the exhibit hall is damaged or destroyed in such a way as to prevent the AAES or Show Management from allowing an Exhibitor to occupy its assigned space during any portion of the exhibition or if same is prevented by strikes, acts of God, national emergency, or other causes beyond the control of AAES or Show Management, Exhibitors will be charged for space during the time it was, or could have been occupied, and Exhibitors hereby waive any claim against AAES or Show Management, their members, directors, agents, or employees, for losses or damages that may occur due to such inability to occupy assigned space.

Indemnification

Exhibitors shall be fully responsible for any claims, liabilities, losses, damages, or expenses of whatever kind and nature relating to or arising from an injury to any person or any loss of or damage to property, where such injury, loss, or damage is incident to, arises out of or is in any way connected with the Exhibitors' participation in the Exhibition. Exhibitors agree to indemnify, defend, save, and hold harmless the AAES and its officers, directors, agents, members, and employees, and each of them, from and

against any and all claims, liabilities, losses, damages, costs, and expenses (including attorneys' fees and expenses) with respect to any breach of the foregoing representations and warranties or negligence, gross negligence or willful misconduct of Exhibitor, its employees, agents, or contractors. The terms of this provision shall survive the termination or expiration of this Prospectus. The AAES owns and sponsors this meeting to promote advances in surgery and other areas of surgical science. The information presented through the programs and exhibits is not verified or endorsed by the AAES. Exhibitors and their presenters are solely responsible for content.

Photography

An exhibit or its products may not be photographed or videotaped without the permission of the legitimate occupants of that exhibit space. Show Management reserves the right to photograph exhibits for Association purposes.

Violations and Penalties

The AAES, at its discretion, may prohibit Exhibitors or Sponsors from involvement in future AAES events due to violations of the above Rules and Regulations. Substantial violation of any of the Policies and Procedures by Exhibitors or their employees or agents may, at the option of the AAES, forfeit the Exhibitor or Sponsor's right to occupy exhibit space, and such Exhibitor or Sponsor shall forfeit to the AAES all monies paid or due. Upon evidence of substantial violation, the AAES may take possession of the space occupied by the Exhibitor or Sponsor and remove all persons and goods. The Exhibitor or Sponsor shall pay all expenses and damages that the AAES may incur through the enforcement of this rule.