

Exhibit - Rules & Regulations

The American Pediatric Society, Society for Pediatric Research, Academic Pediatric Association, and American Academy of Pediatrics d/b/a Pediatric Academic Societies (PAS) act for exhibitors and their representatives in the capacity of agent, not as principal. The PAS assumes no liability for any act of omission or commission in connection with this agency, including, but not limited to, any loss or damages suffered by an exhibitor as a result of any act or omission of any vendor, service providers or other exhibitors. Exhibitors and their representatives hereby release the PAS from any and all liabilities for loss or damage ensuing from any cause whatsoever.

Before any exhibit may be removed from the building, exhibitors must make arrangements satisfactory to the PAS, the Moscone Convention Center and the PAS official vendors for the payment of any charges incurred by the exhibitor in connection with presenting their exhibit.

Liability

Exhibitors shall indemnify, hold harmless and defend American Pediatric Society, Society for Pediatric Research, Academic Pediatric Association, and American Academy of Pediatrics and the Moscone Convention Center and, their respective directors, agents and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to 1) the Exhibitor's use of the convention center; 2) the conduct of Exhibitor's business or from any activity, work, or things that may be permitted or suffered by Exhibitor in or about the exhibit and the Moscone Convention Center; 3) from any breach or default in the performance or any obligation on the Exhibitor's part to be performed under any provision of the Exhibit Space Contract or these Rules and Regulations; 4) Exhibitor's failure to comply with any applicable law or regulation; or 5) from any negligence of Exhibitor or any of its agents, contractors, employees, or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished to or used by Exhibitor, or other persons in connection with the exhibit and the Moscone Convention Center. The terms of this provision shall survive the termination or expiration of the Exhibit Space Contract. Exhibitors are encouraged to insure themselves against property loss or damage and against liability for personal injury.

Eligibility to Exhibit

The Technical Exposition is an extension of the Continuing Medical Education (CME) program of the PAS. In order for your application to be accepted, your products and services must be related to the practice of pediatrics and you must be in good financial standing with the PAS. PAS, in its sole discretion, shall make the final determination as to eligibility to exhibit.

The PAS has the right to withhold approval of the exhibition of products and services that, in its judgment, do not further the education, scientific or practice needs of its members and attendees or which are outside the character and purpose of the exhibition. At the request of the PAS, an exhibitor shall remove any product or service included in the display for which approval has not been given.

Exhibit Booth Staffing

As a courtesy to the attendees and to fellow exhibitors, it is important that exhibitors open their exhibits on time each day and staff them throughout the day until the scheduled closing of the Technical Exposition on the last day. It is strongly recommended that all exhibitors staff their booths with a minimum of two representatives to ensure adherence to this regulation.

Exhibitor Badges

Exhibitors are encouraged to register in advance. There is no charge for the registration of up to 5 exhibitor representatives per 100 square feet contracted. Additional representatives may be registered for a fee of \$75 each. Pre-registration information will be e-mailed to contracted exhibitors at a later date.

Representatives registered through Exhibitor Registration will be provided with an Exhibitor badge only. Any representative desiring an Attendee badge will be required to pay a full PAS meeting registration fee (no exceptions).

Exhibitor badges are personal and nontransferable. Each representative of an exhibiting company must wear the official badge at all times while in the exhibit area. Supplementing the identification with business cards, ribbons or company logotypes is not permitted. Exhibitor badges may be made out only in the name of the company shown on the Exhibit Space Contract. False certification of individuals as exhibitor representatives, misuse of exhibitor badges or any other method or device used to assist unauthorized persons to gain admission to the Exhibit Hall is in strict violation of the PAS Rules and Regulations. Exhibit badges allow exhibitors access to all PAS events at the Moscone Convention Center.

Exhibit representatives may register onsite and will be required to complete an onsite registration form, submitting proof of company affiliation at that time.

Badges will not be mailed. They may be picked up at the PAS Exhibitor Registration Desk during exhibitor registration hours.

Selling of Products and Services

The purpose of the exhibits is to further the education of meeting attendees through product and service displays and demonstrations. Sales and order-taking are permitted provided all transactions are conducted in a manner consistent with the professional nature of the meeting. No signage or advertising of product pricing will be allowed. Products for sale must be the exhibitor's own, unaltered, marketed products and the products or services must be pertinent to the attendee's professional interest. The PAS reserves the right to restrict sales activities that it deems inappropriate or unprofessional. Exhibitors are responsible for complying with all business license, sales and tax requirements.

Demonstrations or live interviews must be confined to the limits of the space contracted. Special promotional activity must have prior PAS written permission and must be contained within the space contracted.

Printed Material Distribution/ Canvassing

Canvassing in any part of the facilities utilized by PAS is strictly forbidden, and anyone doing so will be requested to leave the building. Distribution of advertising or printed material by the exhibitor outside of the exhibitor's allotted space will not be permitted unless the distribution or advertising is organized by the PAS.

Fire and Safety Regulations

Federal, state and city fire laws must be strictly observed. Complete fire safety requirements from the Moscone Convention Center will be included in your Exhibitor Service Manual.

Hazardous Waste Disposal

Hazardous waste is any material being stored, recycled or thrown away that could cause injury or death, or pollute air, land or water. At the time of space application, exhibitors who generate material fitting any of these criteria should inform the PAS Exposition Manager of the presence and planned disposition of hazardous waste to allow for thorough planning and preparation.

Americans with Disabilities Act

Each exhibitor shall be responsible for compliance with the Americans with Disabilities Act within their exhibit space.

Cancellation of Exposition

In the event of cancellation of the PAS Exposition due to fire, strikes, governmental regulations or causes that would prevent the scheduled opening or continuance, then and there upon, exhibitors and the PAS have no further obligations to each other, and the PAS management shall determine an equitable basis for the refund of such portion of exhibit fees as is possible, after due consideration of expenditures and commitments already made.

Conditions of Contract to Exhibit

Exhibitors agree to abide by these Rules and Regulations and the Exhibit Space Contract and by all conditions under which space at the Moscone Convention Center is leased to the PAS. Exhibitors accept responsibility for informing all of their employees and agents of these conditions and agree that they will abide by them also.

FDA Regulations

Exhibitors are reminded of the Food and Drug Administration (FDA) restrictions on the promotion of investigational and pre-approved drugs and devices. Exhibitors are also cautioned about FDA prohibition of promoting approved drugs for unapproved purposes. Information regarding FDA regulations may be obtained directly from the FDA. Requests for information and guidance can be obtained at www.fda.gov/cder, the FDA's medical advertising information line, 301-796-1200, or directed to:

FDA Division of Drug Marketing FDA/CDRH/Office of Device Evaluation
10903 New Hampshire Ave. www.fda.gov. [Click on medical device tab]
Building 51, Room 3200 for more information.
Silver Spring, MD 20993-8002

ACCME & Exhibits

When commercial exhibits are part of the overall program, arrangements for these should not influence planning or interfere with the presentation of CME activities (SCS 4.1). Exhibitors must comply with standards established by the Accreditation Council on Continuing Medical Education (www.accme.org), the American Medical Association's Ethical Opinion on Continuing Medical Education and Gifts to Physicians (www.ama-assn.org/ama), the Food and Drug Administration regulations regarding industry-supported scientific and educational activities (www.fda.gov), the PhRMA Code on Interactions with Healthcare Professionals (phrma.org), the AdvaMed Code (advamed.org) and the Office of the Inspector General (OIG) Guidance.

Insurance

The exhibitor shall, at its sole cost and expense, procure and maintain throughout the term of the contract for exhibit space, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. The general liability insurance should recognize American Pediatric Society, Society for Pediatric Research, Academic Pediatric Association, and American Academy of Pediatrics, and the Moscone Convention Center as an additional insured. Such insurance shall include contractual liability and products liability coverage with the combined and single limits of liability of not less than \$1 million. The exhibitor shall obtain and furnish upon the request of PAS Exhibit Management a Certificate of Insurance evidencing the required insurance. *Note: Each exhibiting company must have a certificate of insurance. This is in addition to a certificate of insurance for companies providing set-up and dismantling.

PAS Priority Point System

Points are accumulated as follows:

- Total number of years exhibited with PAS (5 points per year)
- Total number of booths contracted (1 point for each 10' x 10' [100 square foot] space)
- Completion of Post Exhibitor Evaluation (1 point per year)
- Securing housing inside PAS Housing Block through the official Housing Bureau (see Housing and Transportation link)

Enforcement of Rules and Regulations

As a condition for exhibiting, each exhibitor shall agree that they, their employees and their agents will observe all PAS policies and regulations as described in this document. Failure to halt or amend these actions or comply with these policies and/or regulations will result in the following penalties:

- A warning will be issued to the exhibiting company, outlining the actions that are in violation of the policy and regulations.
- The first penalty assessed by the PAS will result in the company not accruing the exhibit participation points for the current year.
- The second penalty assessed by the PAS will result in the company losing one-half of its accrued exhibit participation points.
- The third penalty assessed by the PAS will result in the company losing all of its accrued exhibit participation points.
- The fourth penalty assessed by the PAS will result in the company not being eligible to exhibit at future PAS meetings and exhibitions.

The PAS reserves the right to restrict and/or dismiss at any time exhibit, which it deems undesirable. Violators of the Rules and Regulations outlined in this document will incur a reduction in points as outlined above for each penalty assessed.

Any exhibitor who begins dismantling or packaging their exhibit and/or exhibit materials prior to the close of technical exhibits will automatically forfeit all priority points earned over the past five years or may not be permitted to participate in future PAS exhibitions.

Whenever practical or appropriate in the view of the PAS, disciplinary action will be progressive, according to the sequence outlined. However, the PAS reserves the right to levy a more severe penalty, including refusal of or termination of the exhibit at its discretion, without progressing through each of the successive steps. In the event of such restriction or eviction, the PAS will not be liable for any refunds or rentals, or other exhibit expenses.

In all interpretations of the Rules and Regulations, the decision of the PAS is final. Any objectionable practices by exhibitors or official suppliers should be reported to the PAS Exposition Manager immediately.

Smoking Policy

PAS has established a non-smoking policy for all portions of 2017 PAS. No smoking will be allowed in the Moscone Convention Center.

General Regulations

Booths must be kept open and staffed daily during scheduled exhibit hours by your company's staff.

Breaking down or packaging up of materials earlier than the close of the exhibit hall, Monday, May 8 is prohibited. At no time should exhibit personnel leave their booth(s) to encourage attendees in the aisles to return with them to their booth(s). This

regulation applies equally to all exhibitors; all business, signage and equipment must be conducted within the confines of the booth(s) assigned.

Subletting and Assignment of Exhibit Space

Exhibitors are prohibited from assigning or subletting a booth or any part of the space allotted to them. Nor shall they exhibit or permit to be exhibited in their space any merchandise or advertising materials that are not a part of their own regular products or services. PAS reserves the right to amend the floor plan, assign, or relocate selected space in areas other than that selected by Exhibitor without any liability to Exhibitor whatsoever.

Entertainment/Promotional Activity

Demonstrations or live interviews must be confined to the limits of the space contracted. The use of magicians, fortunetellers, dancers, mimes, puppet shows or other entertainment of this nature is prohibited unless the exhibitor has written permission from the PAS. The use of celebrities who are not routinely employed as spokespersons for the exhibiting company is discouraged. Special promotional activities must have written permission and must be contained within the space contracted. Exhibitors may not serve or give away alcoholic beverages.

Sound and Audiovisual

Audiovisual and other sound effects must be regulated so that they do not disturb neighboring exhibits. The PAS Exposition Manager reserves the right to determine at what point sound interferes with others and must be discontinued.

Music

Live performance of music is not permitted. License agreements for music covered by ASCAP, BMI, and other organizations are the sole responsibility of the exhibitor.

Educational Events in Exhibit Booths — PAS Policy

Exhibiting companies must inform PAS, in writing, of all educational events offered in their exhibit booths. Notification letters must include a description of the event identifying format, content, date, time and names of physicians involved in the delivery of the educational event.

Following are guidelines for educational events in exhibit booths:

- Signage in booths must include the following wording: This event is not a part of the official PAS program and is not approved for AMA PRA Category 1 credit™.
- Companies are advised to reference FDA guidelines and the PhRMA Code on Interactions with Healthcare Professionals (www.phrma.org) and the AdvaMed Code (www.advamed.org).
- No formal seating is allowed in exhibit booths for these events.

Miscellaneous Displays

No balloons may be used as booth decoration or inflated to distribute to visitors at a booth.

Photography

An exhibit booth may not be photographed or videotaped without the permission of the legitimate occupants of that booth. This prohibition extends to the members of the medical or lay press. Booth personnel should notify the PAS Exposition Manager if they are being photographed/videotaped without their permission. Television or video cameras are prohibited without prior approval of PAS Show Management. Registration and attendance at or participation in the exhibition and the 2017 PAS Meeting and other

activities constitutes an agreement by the Exhibitor on behalf of its employees, agents and contractors to PAS's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities.

Give-Aways

Novelty gifts or souvenirs not manufactured by the exhibiting company must be submitted to the PAS for review. These premiums should be items that can be used during the meeting and in the professional activities of the attendee. The Exhibitor Give-Away Approval Form is available on the PAS website, www.pasmeeting.org, and should be returned to the PAS Exposition Office for approval. PAS may withhold or withdraw permission to distribute souvenirs, advertising or other material it considers objectionable. Exhibitors may not distribute stick-on emblems, unofficial badges or company nameplates. The Moscone Convention Center has exclusive food and beverage rights within the Convention Center. All exhibitor food items must be ordered through the Moscone Convention Center. The submission deadline for the Exhibitor Give-Away Approval Form is March 29, 2017.

Market Research

Market research companies will be assigned space ONLY if space is available and if research is being done for an approved exhibitor. Research companies MUST submit an Exhibit Space Contract and abide by the same regulations as other exhibitors.

- Market research companies must submit a letter of authorization from the client for whom they are conducting research with the Exhibit Space Contract.
- Surveys and questionnaires must be submitted for approval to the PAS Exposition Manager by March 29, 2017.
- All surveys must be conducted within the confines of the booth(s) assigned. Surveys and questionnaires must not be administered in the aisles.
- Survey documents must not include the name of the PAS or make any reference to this meeting that might cause respondents to believe that the PAS is sponsoring the research.

Hospitality Functions

Scheduling of private functions, cocktail parties, special events or other hospitality functions planned in conjunction with the conference and within the convention center or host hotels must be coordinated directly with PAS. Functions during the period of move-in, exhibition hours or move-out are prohibited.

Force Majeure

Should any circumstance beyond the control of, and not the fault of PAS interrupt, prevent or materially affect the exhibition from being held as scheduled, or the exhibit space not being available for uses herein specified due to war, governmental action or order, act of God, fire, strikes, labor disputes or any other causes beyond the control of PAS, then the Exhibit Space Contract shall terminate and the Exhibitor hereby waives any claim against PAS for damages of any kind or nature by reason of such termination except that any unearned portion of the space rental due hereunder shall abate, or, if previously paid, shall be refunded by PAS to the Exhibitor after deduction of such amounts as may be necessary to cover expenses incurred by PAS in connection to the exhibition.

Limitation of Liability

LIMITATION OF LIABILITY: IN NO EVENT SHALL THE MOSCONE CONVENTION CENTER, ANY OF THE PAS ENTITIES AND THEIR RESPECTIVE OWNERS, MANAGERS, OFFICERS OR DIRECTORS, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, SUBSIDIARIES AND AFFILIATES (COLLECTIVELY "PAS PARTIES") BE LIABLE TO THE EXHIBITOR OR

ANY THIRD PARTY HIRED BY OR OTHERWISE ENGAGED BY THE EXHIBITOR FOR ANY LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING OUT OF THIS APPLICATION AND AGREEMENT OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE SERVICES OUTLINED IN THE EXHIBIT SPACE CONTRACT OR FOR ANY CLAIM BY EXHIBITOR, EVEN IF ANY OF THE PAS PARTIES HAVE BEEN ADVISED, ARE ON NOTICE, AND/OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXHIBITOR AGREES THAT THE PAS PARTIES' SOLE AND MAXIMUM LIABILITY TO EXHIBITOR REGARDLESS OF THE CIRCUMSTANCES SHALL BE THE REFUND OF THE EXHIBIT BOOTH FEE. EXHIBITOR AGREES TO INDEMNIFY AND DEFEND THE PAS PARTIES FROM ANY CLAIMS BROUGHT BY A THIRD PARTY HIRED BY OR ENGAGED BY THE EXHIBITOR FOR ANY AMOUNT BEYOND THE EXHIBIT BOOTH FEE. FURTHER, EXHIBITOR AGREES TO PAY ALL ATTORNEY'S FEES AND COSTS INCURRED BY PAS PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS APPLICATION AND EXHIBIT. EXHIBITOR SHALL BE SOLELY RESPONSIBLE FOR ITS ATTORNEY'S FEES AND COSTS.

General

All matters and questions not covered in these Rules and Regulations are subject to the express decision of the PAS in its sole discretion. These Rules and Regulations and the Exhibit Space Contract may be amended at any time by the PAS upon written notice to Exhibitor, and all amendments so made shall be equally binding on the Exhibitor and all other exhibitors affected by them.