



The Liver Meeting 2022 Exhibit Application & Contract

Submit Applications to
hcooney@asld.org

Upon acceptance of this contract by AASLD, the undersigned company agrees to the conditions, rules and regulations included with this application and/or on asld.org. The undersigned company further agrees that AASLD shall have full power to interpret and enforce all regulations contained herein, and the power to make such amendments and such further rules and regulations as may be deemed necessary for the proper conduct of the exhibition. Failure to abide by such rules and regulations may result in forfeiture of all monies paid or due to AASLD, loss of ability to exhibit in future years, and any other remedy in AASLD's sole discretion.

Signature

Date

EXHIBIT LISTING INFORMATION

Company

Address

City, State, Zip

Country

Phone

Email

Website

EXHIBITING COMPANY PRIMARY CONTACT

Contact Person

Title

Phone

Email

MEDICAL EDUCATION & GRANTS CONTACT

Contact Person

Title

Phone

Email

Therapeutic/Disease State Area

IN-PERSON BOOTH

| | | | |
|--------------|--|--|--|
| BOOTH CHOICE | | | |
| PRICE | | | |

BOOTH PRICES – *New for 2022*

Inline Booth: \$3,200
+ \$200/corner

Island Booth: \$37/sq. ft

Standard Booth Size: 10 ft x 10 ft

Maximum Booth Size: 40 ft x 40 ft

NON-PROFIT BOOTH PRICES

10 ft x 10 ft Booth: \$625

Includes: carpet, 6' draped table, 2 chairs, trashcan & one cleaning

Are you a Patient Advocacy Organization? Yes No

AASLD defines a Patient Advocacy Organization as:

Individuals or very small non-profit organizations (10 full-time staff or less) who are active in providing patient and caregiver-oriented education, advocacy, and support services.

PAYMENT

A contract for booth space is binding upon signature, even if the exhibitor has not yet paid. Exhibitors will be invoiced net 30 days for full payment. A 3% non-refundable administrative fee will be added to credit card payments and a \$50 non-refundable administrative fee will be added to all ACH/wire payments. Make checks payable to AASLD and sent to:

**AASLD - PO Box 25407
Alexandria, VA 22313-5407**

EXHIBIT SPACE APPLICATION/CONTRACT TERMS & CONDITIONS

The AASLD Exhibit Space Application & Contract is the agreement and terms and conditions for exhibiting. For 2022, AASLD is planning a hybrid The Liver Meeting®; as a result of the COVID-19 pandemic, the situation remains fluid. In order to adapt to changing circumstances, AASLD reserves the right in its sole discretion to host The Liver Meeting® entirely virtual. While AASLD will make a decision to change from a hybrid to an entirely virtual The Liver Meeting®, by September 30, 2022, if circumstances change after September 30, 2022, AASLD reserves the right to make a decision to move to entirely virtual after September 30, 2022. In the event AASLD moves to an entirely virtual meeting, Exhibitor may request a refund, apply fees towards the virtual conference or transfer booth fees to The Liver Meeting® 2023. In the event AASLD moves to an entirely virtual meeting, exhibitors that have executed an AASLD Exhibit Space Application & Contract and fully paid for all fees thereunder as of the determination date, shall be awarded priority points utilizing the in-person booth measurement. In the event AASLD elects to host The Liver Meeting® entirely virtually and Exhibitor elects to exhibit virtually, Exhibitor will be deemed to have agreed to all Terms & Conditions herein, including but not limited to the Additional Clauses Specific to Exhibiting Virtually.

Generally, AASLD will not execute separate contracts for booth space. In the event AASLD agrees to execute a separate agreement in writing, AASLD will not agree to terms and conditions which override, modify, or conflict with these terms and conditions. This Agreement is the entire contract between AASLD and Exhibitor with respect to its subject matter, and supersedes all prior oral and written understandings, communications, or agreements between AASLD and Exhibitor. No amendment or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of AASLD. In the event that the terms of a separate agreement conflict with the terms of this

Agreement, the terms of this Agreement shall control. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated. AASLD shall have full power in the interpretation and enforcement of all rules and regulations governing exhibitors. All matters and questions not covered by these regulations are at the discretion of AASLD. AASLD reserves the right to rule on all matters pertaining to The Liver Meeting® 2022, whether expressly mentioned or not, and Exhibitor, by completing the AASLD Exhibit Space Application & Contract, agrees that all rulings shall be binding upon both Exhibitor and AASLD.

These rules and regulations may be amended at any time by AASLD, and all amendments, upon notification, shall be equally binding on all parties affected by them as the original regulations. Amendments will be binding without notification in the event of an emergency or if such amendment is required by the current convention center, Freeman, and Platform Vendor, or other digital vendors. Notification may be verbal or in writing, before or during The Liver Meeting®, and may be given to any authorized agent, designee, or representative of the exhibitor.

Whenever possible, AASLD will issue a warning and ask the exhibitor to correct the violation. If the issuance of such a warning is not practical, or will not serve to immediately correct the violation, then a penalty may be imposed and or remedied at Exhibitor expense. In the event of a violation of this Agreement, AASLD may evict Exhibitor from the exhibit space (physical or digital) and/or have exhibit materials removed from The Liver Meeting® program. No fees will be returned to Exhibitor and Exhibitor shall be liable to AASLD for the costs associated with such eviction. In addition to remedies provided in this Agreement, AASLD shall have, and may exercise, all other remedies afforded to it by law for costs or damages suffered on account of such violations. The Exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations and

codes of duly authorized local, state, and federal governing bodies concerning fire, safety, and health, together with the rules and regulations of the operators and/or owners of the property or digital platform wherein the Meeting is held.

Abstract Embargo Policy

Accepted abstracts are made available to the public on the AASLD website and are published in the October supplement of HEPATOLOGY. Information contained in those abstracts may not be released until the abstracts appear on the AASLD website. Academic institutions, private organizations, and companies with products whose values may be influenced by information contained in an abstract may issue a press release to coincide with the availability of an abstract on the AASLD website. However, information beyond that contained in the abstract, e.g., discussion of the abstract done as part of a scientific presentation or presentation of additional or new information that will be available at the time of the Meeting is embargoed from release to the public until November 1, 2022, at 10:00 am (ET). Information released prior to this day is a violation of the AASLD Abstract Embargo Policy and the abstract is subject to withdrawal from The Liver Meeting® program. Authors are responsible for notifying financial and other sponsors about this policy.

AASLD may allow for exceptions, on a case-by-case basis, to the Abstract Embargo Policy for compelled disclosures mandated by federal securities laws. However, AASLD requires the company President, General Counsel, or other appropriate official of a company seeking such an exception to attest in writing to the specific facts in support of the request, including exactly how the securities laws are implicated, with statutory citation(s). General statements of the need to comply with the law will not be considered sufficient. Requests for an exception must be sent to the AASLD CEO. AASLD requires a minimum of five (5) days from receipt of the request to evaluate the request. In granting an exception, AASLD requires the company to state in their public

EXHIBIT SPACE APPLICATION AND CONTRACT TERMS & CONDITIONS (CONTINUED)

disclosure that the complete and final results will be presented at The Liver Meeting®. AASLD will also require the inclusion of unreleased and unique data in such a presentation at The Liver Meeting®. Public release of a journal article relevant to the abstract will be considered an exception to the Embargo Policy if at the time of the abstract submission deadline, the decision concerning the manuscript had not been revealed to the authors.

Abstract & Poster Compilations by Industry

Abstract and poster compilation requests must be submitted to AASLD by October 1, 2022, for review and approval prior to production. This includes all formats including print, USB, website, app, etc. Compilations may only be displayed and/or distributed from the exhibitor's booth. Display or distribution of approved compilations may not begin before the official opening of exhibits. Approved compilations may not be distributed by poster presenters or in the poster area, but presenters are encouraged to refer attendees to the exhibit booth where compilations can be obtained. Unapproved abstract and poster compilations distributed from any location will be immediately removed or disabled.

The following elements are to be included on the cover page and/or opening screen:

- Product class and scientific name(s)
- "As presented at The Liver Meeting®—the 73rd Annual Meeting of the American Association for the Study of Liver Diseases"
- November 4-8, 2022
- Washington, D.C.
- "Compilation produced by (sponsoring company's name and/or company logo)"

For any compilation, regardless of format:

- Abstracts are the only items to be included.
- Product logos are not permitted.
- Table of contents should include the abstract titles and numbers.

- Abstracts must be reproduced exactly as submitted with abstract titles and numbers included.
- Only abstracts accepted for presentation at The Liver Meeting® may be included.
- No promotional materials or trade names may be included.
- AASLD reserves the right to request additional requirements upon review of the proposal before approval.

Agents & Designees

AASLD holds the exhibitor responsible for the management of its agents or designees. To reduce the probability of infractions and loss of priority points, agents and designees should be knowledgeable of the policies in this Agreement and aware that sanctions for violations will be assessed against the exhibiting company and the agent or designee, including loss of exhibitor's priority points.

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act of 1990, and its amendments, AASLD will make reasonable efforts to accommodate persons with disabilities. Contact AASLD for arrangements. Each exhibitor is responsible for compliance within their assigned space, including, but not limited to ensuring access to their booth.

Balloons

The use of balloons is prohibited.

Booth Conduct

AASLD reserves the right to approve all exhibits and related activities. Exhibitor cannot violate the rules of the convention center or virtual platform or otherwise undertake any action which increases the insurance obligation of AASLD. Exhibitors should obtain approval for booth activities from AASLD prior to finalizing materials (e.g., marketing brochures, booth construction or development, interactive electronics, etc.). AASLD will not be liable for expenses incurred as a result of booth activities or materials which do not comply with these Terms & Conditions. Programs or presentations must be

straightforward in nature, must avoid the use of sideshow or theatrical gimmicks, and cannot offer CME credits. AASLD may require that an exhibit be curtailed if it does not meet the standards required or expected, if it reflects against the character of AASLD or The Liver Meeting®, or if it exceeds the bounds of good taste as interpreted by AASLD, in its sole discretion. An exhibitor of a questionable exhibit or activity must submit a description of the exhibit or activity to AASLD for approval. AASLD reserves the right to expel or refuse admittance to any representative whose conduct is, in its opinion, not in keeping with the character and/or spirit of The Liver Meeting®.

Exhibit personnel may not enter another exhibitor's booth without obtaining permission. Lingering in the aisles surrounding another exhibitor's booth for the purpose of obtaining product information or distracting other booth personnel is strictly prohibited.

Canvassing, suitcasing, or distributing advertising material outside exhibitor's own booth is not permitted.

Booth Construction

All exhibits must conform to the standards set by the Healthcare Convention and Exhibitors Association, which are as follows:

- Electrical and mechanical apparatuses must be muffled so noise does not interfere with other exhibitors.
- The reverse side of any wing panel extending from the back wall of a display must be draped to avoid raw exposure to a neighboring booth. In instances of noncompliance, AASLD will have exposed areas draped at the exhibitor's expense.
- No part of any equipment, or signs relating thereto, shall be posted, taped, nailed, or otherwise attached to columns, walls, floors, or other parts of the building or its furniture, in any way to deface; damage arising by failure to observe these rules shall be at the exhibitor's expense.

EXHIBIT SPACE APPLICATION AND CONTRACT TERMS & CONDITIONS (CONTINUED)

The exhibit hall will be inspected during installation hours. Effort will be made to advise exhibitors of any deviation from exhibit rules at that time. Exhibitors must make all corrections requested by AASLD at their own expense or risk removal from the exhibition without notice and without obligation on the part of AASLD for any refund.

Booth Furnishings & Carpeting

AASLD provides the pipe and drape, 8-foot-high backdrop, 36-inch side rails, and 7-inch x 44-inch name sign. Booths must be fully carpeted or have floor covering for the entire booth space.

Booth Types

In-line Booth

An in-line booth is 10 feet wide, 10 feet deep, and 8 feet high. In-line booths confined to perimeter walls may be up to 12 feet in height. The booth maximum height may be maintained up to 50% of the distance from the backwall towards the front of the booth space (5 feet). No obstructions in the front half of an in-line booth above a height of 40 inches are permitted.

Corner Booth

A corner booth is 10 feet wide, 10 feet deep, 8 feet high, and is at the end of a row of in-line booths with access to two through aisles. All in-line booth guidelines above apply.

Island Booth

An island booth is 20 feet wide and 20 feet deep or larger. Island booth structure height is restricted to 16 feet (as allowed by ceiling height). The maximum height inclusive of all fixtures and signage is 20 feet in height. See [Hanging Signs & Lights](#) and [Line of Sight Guidelines](#) for more information.

All island booths must submit a diagram of the booth layout for approval 60 days prior to the meeting. Diagrams must include the dimensions and elevations of all booth components on a scaled grid (1-foot x 1-foot).

Multi-Story Island Booth

Multi-story island exhibits require fire marshal approval. Design material and blueprints should be submitted to AASLD 60 days prior to the meeting for review and approval by the fire marshal.

Breaches of Contract

Breaches or infractions of the exhibitor's contractual obligations could affect the status of the company's future eligibility to exhibit and/or result in the termination of the exhibitor's privileges at The Liver Meeting®. Termination may become effective during the exposition; at which time the exhibitor must remove the exhibit as soon as possible without disruption of the exposition. Expulsion of or restrictions placed on an exhibitor will not give rise to a claim for any refund of rental or other exposition expenses.

Commercial Disputes with Other Exhibitors

AASLD has no obligation to screen, evaluate, or exclude as an exhibitor any company based on its business practices. The exhibitor will not attempt to compel AASLD to act against a company with which the exhibitor has a patent, trademark, or other commercial dispute. The exhibitor will not seek legal recourse or remedy against AASLD, and AASLD will not be liable, for the display of a product that infringes the patent, trademark, or other rights of exhibitor or other third party.

Cancellation or Downsizing of Booth Space

An Agreement for booth space is binding upon signature, even if the exhibitor has not yet paid. Cancellations or requests to downsize space must be submitted to AASLD in writing. The date on which the exhibitor's written notice of cancellation is received in AASLD's office will be the official cancellation date. If space is cancelled on or before September 1, 2022, AASLD will retain 25% of the total booth cost. Any exhibitor who cancels space after September 1, 2022, will be responsible for the total booth cost. No refunds will be given for cancellations received after September 1, 2022.

If written notification of booth space downsizing is received on or before September 1, 2022, the exhibitor is responsible for 25% of the original exhibit space contract, plus the cost of the redefined exhibit space. No downsizing or reconfiguration will be made after September 1, 2022. AASLD retains the right to relocate an exhibitor after downsizing.

Cancellation/Modification/Disruption of Exposition

It is mutually agreed that AASLD shall not be liable for failure to deliver exhibit space and/or the virtual platform to Exhibitor as contracted for due to causes beyond AASLD's control.

In the event the venue or any part thereof, or other venues or hotels needed for The Liver Meeting® shall be destroyed, damaged by fire or other cause, or become unavailable in whole or in part, for a portion or for the entirety of The Liver Meeting® for any reason whatsoever, if AASLD cannot deliver exhibit space and/or the virtual platform to Exhibitor as contracted for due to causes beyond AASLD's control, or if any casualty or unforeseen occurrence (including but not limited to COVID-19 or its variants, or other epidemics or pandemics) shall render the fulfillment of this Agreement impossible, illegal, commercially impracticable, or inadvisable, including without limitation, the requisitioning of the venue by any governmental entity, acts of God, fire, strikes, internet disruption, inability of platform vendor to provide service, governmental regulations, terrorism, war, or causes which would prevent its scheduled opening or continuance, supplier failures, curtailment of transportation providers, vaccine requirements, rationing, acts of local, state, or national governments or public agencies, utility or communication failures or delays, flood, epidemics, pandemics, quarantine, riots, or unavailability of the exhibit hall, then and thereupon AASLD may modify the Agreement to accommodate the unforeseen circumstance and Exhibitor shall accept such modifications, or the

EXHIBIT SPACE APPLICATION AND CONTRACT TERMS & CONDITIONS (CONTINUED)

Agreement shall be terminable by AASLD at its option. Exhibitor hereby waives any claim against AASLD for damages or compensation for such termination should the Agreement be so terminated. In the event The Liver Meeting® is interrupted or canceled for any reason, AASLD, at its option, may return a portion of the amount paid for space after deduction of any amounts necessary to cover expenses incurred by AASLD in connection with The Liver Meeting®. Such expenses shall include, but not be limited to, all expenses incurred by AASLD as a result of contracts with third parties for the provision of services or products incidental to The Liver Meeting®, all out-of-pocket expenses incurred by AASLD incident to The Liver Meeting®; and all overhead expenses of AASLD attributable to the production of The Liver Meeting®. Exhibitor should carry event cancellation insurance in the event AASLD is unable to refund exhibit fees.

Celebrities

Celebrities (nationally known figures in the arts, sports, politics, etc.) including those primarily employed (*primarily employed is defined as 50% or more of an individual's working time*) by and/or company spokespeople, are prohibited from taking part in any event held during The Liver Meeting®.

Certificate of Liability Insurance

Certificates of liability insurance must be submitted to AASLD by September 1, 2022 and should cover liability and fire and theft. The certificate should name The American Association for the Study of Liver Diseases and the Walter E. Washington Convention Center as additional insured under General Liability for all aspects of the show dates November 4–8, 2022.

Exhibitors who insure their exhibit materials, goods and wares against theft, damage by fire, accident, or loss of any kind, do so at their own expense.

Both the exhibitor and the exhibitor-appointed contractor are required to submit certificates of liability insurance.

See [Exhibitor Appointed Contractors \(EAC\)](#) for more information.

Character of Exhibits

All exhibits must conform to the standards set by the Healthcare Convention and Exhibitors Association, which include the following:

- Contests, lotteries, raffles, and games of chance are prohibited. Exhibitors may not register attendees for contests, lotteries, raffles, and games of chance that will be conducted during or after the meeting.
- Costumed staff and other nonprofessional images are not permitted, including magicians, fortune tellers, dancers, mimes, puppet shows, robots or other entertainment of this nature.
- The use of a microphone in exhibit space is permitted only if the volume is at a reasonable level and does not interfere with surrounding booths. Exhibit management reserves the right to require exhibitors to discontinue any activity that interferes with traffic flow or another exhibit.
- Activities that involve CME credits awarded during or after the meeting are prohibited.

Children in the Exhibit Hall

Children are not permitted in the exhibit hall during installation and dismantling of exhibits.

Children are admitted in the hall on show days only when accompanied by a registered attendee or exhibitor. The accompanying person must remain with the child and assume all liability for damage. Strollers are prohibited for safety purposes.

Compliance with Laws

Exhibitor agrees to comply with and be bound by all laws of the United States and the District of Columbia, and wherever applicable, all rules and regulations of the police department and fire department and those policies and criteria established by the venue for use of the Exhibit Areas, and all applicable rules and policies regarding vaccines,

testing, COVID-19 or other diseases and public health concerns, including but not limited to those of AASLD. Exhibitor must conform to all fire codes of the venue.

Contractual Obligation

By submitting the AASLD Exhibit Space Application & Contract, the exhibiting company agrees to abide by all rules and regulations outlined in this Agreement. The exhibiting company will be held responsible for the activities of its company representatives, international affiliates, co-marketing partners, third-party contractors, contracted public relations and marketing firms, and/or any agency appointed on its behalf. It is the responsibility of the exhibiting company to disseminate the rules and regulations contained within this Agreement among its staff and affiliates.

Designated Nonprofit Area

Exhibitors defined as nonprofit companies and who receive the reduced booth price of \$625 have a designated area on the show floor. Nonprofit exhibitors do not have the option to choose booth space in other locations on the exhibit floor at this reduced rate. The nonprofit exhibit rate of \$625 includes:

- Rental of one 10x10-foot booth space
- Side and back drape
- (1) one identification sign
- (1) one 10x10 foot carpet
- (1) one 6' draped table
- (2) two chairs
- (1) one trashcan

Any additional requirements or materials will be the responsibility of the exhibiting organization.

Exhibit Hall Access

Exhibitors are permitted on the exhibit floor one hour prior to opening and may remain 30 minutes after closing.

EXHIBIT SPACE APPLICATION AND CONTRACT TERMS & CONDITIONS (CONTINUED)

Exhibitor Appointed Contractors (EAC)

Exhibitors who plan to use service contractors other than those appointed by show management, must notify AASLD in writing by September 1, 2022, using the EAC Form in the Exhibitor Service Manual. EACs also are required to submit certificates of liability insurance. See [Certificate of Liability Insurance](#) more information.

Exhibitor Badges

Exhibitor badges with an Exhibitor Ribbon provided by AASLD must be worn at all times in the exhibit hall. Business cards, ribbons from other meetings, and company logos may not supplement the AASLD badge.

Exhibitors must be employed by or have a direct business affiliation with the exhibiting company. The exhibiting company is responsible for the actions of anyone authorized to receive a badge under the exhibiting company's name.

Exhibitors will receive two (2) complimentary exhibitor badges per 100 sq. ft. of booth space purchased.

Badges must be picked up at Exhibitor Registration. Additional exhibitor badges may be purchased during registration. Exhibitor badges allow access to the exhibit and poster halls only. To attend scientific sessions exhibitor must upgrade to exhibitor conference badge status and pay course fees.

Exhibitor Eligibility

All products and services exhibited must be germane to the study and practice of hepatology and have appropriate governmental and agency approval, if applicable. AASLD retains the sole authority to determine the eligibility of any company and/or its product. AASLD reserves the right to accept or refuse any AASLD Exhibit Space Application & Contract in its sole discretion, including but not limited to, refusing applications of companies not meeting standard requirements or expectations. This applies to displays, literature, advertising novelties, souvenirs, conduct of persons, etc.

Exhibitor Service Manual

Exhibitors will receive a link to access the service manual online in August 2022. The manual will include order forms for all services, including telephone, audiovisual equipment, floral, booth furnishings, and booth cleaning services. Exhibitors are encouraged to place orders no later than two weeks before the opening of the meeting to take advantage of discounts and minimize delays during setup.

Failure to Occupy Space

Exhibitors not occupying booth space by 3:00 pm on Friday, November 4, 2022, will forfeit their booth space without refund. The space may be resold or used by AASLD. No Priority Points will be awarded if space is unoccupied at time exhibiting begins.

FDA Market Clearance

All products exhibited must have fulfilled all applicable U.S. Food and Drug Administration (FDA) regulations. Products that are not FDA approved for a particular use in humans or are not commercially available in the United States will be permitted to be displayed only when accompanied by appropriate signs that indicate FDA clearance status. The signs must be clearly and easily visible and placed near the product and on any graphics depicting the product. Display of investigational products is to remain within the expectations and limitations of the Food and Drug Administration's Guidelines on Notices of Availability. Any investigational product graphically depicted on a commercial exhibit should:

- Contain only objective statements about the product.
- Contain no claims of safety, effectiveness, or reliability.
- Contain no comparative claims to other marketed products.
- Exist solely for the purpose of obtaining investigators.
- Be accompanied by directions for becoming an investigator and list of investigator responsibilities.
- Contain a statement on signage: "Caution—Investigational Product—Limited to Investigational Use" (or

similar statement) in prominent size and placement.

It is the exhibitor's responsibility to contact the FDA to ensure compliance with the current FDA guidelines. Contact the FDA Office of Compliance regarding responsibilities under the Federal Food, Drug and Cosmetic Act.

Fire Protection

All materials used in the exhibit area must be flameproof and fire resistant to conform to local fire ordinances and in accordance with regulations established by the National Association of Fire Underwriters. Crepe paper, corrugated paper, flameproof or otherwise, is not permitted. Display racks, signs, spotlights, and special equipment must be approved before use, and all displays are subject to inspection by the Fire Prevention Bureau. Any exhibits or parts thereof found not to be fireproof may be ordered dismantled and no refund will be issued. All aisles and exhibits must be always kept clear, and fire extinguisher equipment are not to be covered or obstructed.

Food & Beverage Products

With prior approval from AASLD, food and beverage service is permitted in the exhibitor's booth. All food and beverage service must be coordinated through the convention center caterer. Food preparation and cooking are prohibited in the exhibit hall.

Handouts & Giveaways

Except for descriptive company/product literature, all handouts and giveaways must be approved by AASLD prior to the meeting. Forms for this purpose will be included in the Exhibitor Service Manual and must be submitted by October 1, 2022. Non-professional products or services cannot be distributed, and exhibitors are expected to adhere to the professional nature of the event with respect to displays, literature, advertising, novelties, souvenirs, conduct of persons, etc. Food and beverages (food, water, soda, whole fruit, etc.) may be distributed but must be purchased through the convention center caterer or

EXHIBIT SPACE APPLICATION AND CONTRACT TERMS & CONDITIONS (CONTINUED)

additional fees may apply. Other items may be distributed from the booth with prior written approval. All items to be distributed must be useful to the participants at the meeting and/or in the professional activities of the booth visitor. All giveaways must comply with all guidelines and codes regarding the relationship between pharmaceutical and medical device/equipment industry and healthcare professionals.

No unapproved items may be distributed. Any exhibitor found distributing materials that have not been approved will be required to cease distribution immediately.

Hanging Signs & Lights

Island booths of 400 sq. ft or more may have hanging signs, banners, and lighting truss'. These must be within the confines of the booth footprint. The maximum height, inclusive of all fixtures and signage, is 20 feet in height from the floor to the top of the sign. Truss may be higher, contingent on approval and ceiling height.

Industry Guidelines

AASLD reminds exhibitors and their agents or designees of their responsibility to be aware of and to abide by all guidelines and codes regarding the relationship between the pharmaceutical and medical device/equipment industry and healthcare professionals, including but not limited to:

- Accreditation Council for Continuing Medical Education (ACCME) Standards for Commercial Support
- Advanced Medical Technology Association (AdvaMed) Code of Ethics for Interactions with Healthcare Professionals
- American Medical Association (AMA) Opinion 8.061 Gifts to Physicians from Industry
- Office of Inspector General (OIG) Compliance Program Guidance for Pharmaceutical Manufacturers
- Pharmaceutical Research and Manufacturers of America (PhRMA) Code on Interaction with Healthcare Professionals

Labor

The General Service Contractor (GSC) will have a staff of carpenters, decorators, and laborers during the periods of installation and dismantling. Exhibitors must employ only union labor, where applicable, as made available by the GSC for the installation and dismantling of exhibits and in its operation when required by union agreements. Additional regulations will be included in the [Exhibitor Service Manual](#).

Liability, Indemnification, Release, & Assumption of Risk

Exhibitor, for itself, its directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests and contractors and their personal representatives, assigns, heirs and next of kin (all referred to collectively herein as "Exhibitor") hereby releases, waives and discharges AASLD, Freeman, Platform Vendor, and the occupied convention center, their directors, officers, employees, agents, representatives, servants, licensees, invitees, patrons, guests or contractors (all referred to collectively herein as "Releasees") and each of them, from all liability to Exhibitor for any and all loss, damages, claims, or demands therefore on account of injury to the person or property or resulting death of Exhibitor arising out of or relating to The Liver Meeting®, including but not limited to injury, loss or death arising out of exposure to or contracting COVID-19 or any other disease or illness, whether caused by the negligence of AASLD, Freeman, Platform Vendor, and the occupied convention center or otherwise (but not their gross negligence or willful misconduct).

Exhibitor further agrees to protect, save and keep AASLD, Freeman, Platform Vendor, and the occupied convention center forever harmless from any damage or charges imposed for violation of any law or ordinance by the exhibitor, its employees or agents, as well as to strictly comply with the applicable terms and conditions contained in the agreement between AASLD, Freeman, Platform Vendor, and the occupied

convention center regarding the exhibition premises/ platform; and further, exhibitor shall at all times protect, indemnify, save and keep harmless AASLD, Freeman, Platform Vendor, and the occupied convention center against and from any and all loss, cost, damage, liability, or expense, including but not limited to jury, loss or death arising out of exposure to or contracting COVID-19 or any other disease or illness (but not the gross negligence or willful misconduct of AASLD, Freeman, Platform Vendor, and the occupied convention center) which arises out of or from, or by any reason relates to or of participating in The Liver Meeting®, or any act or omission of exhibitor, its employees or agents, with the exception of that caused by or resulting from the sole and gross negligence of AASLD, Freeman, Platform Vendor, or the occupied convention center. Exhibitor further covenants not to sue, file, or maintain any action in law or equity against AASLD, Freeman, Platform Vendor, and the occupied convention center in connection with any such loss, damages, claims or demands. Exhibitor hereby assumes full responsibility for any risk of bodily injury, death or property loss or damage (including but not limited to arising out of COVID-19 and its variants) arising out of or related to The Liver Meeting® whether caused by the negligence of AASLD, Freeman, Platform Vendor, and the occupied convention center or otherwise. Exhibitor agrees that this Release and Waiver, Assumption of Risk and Indemnity extends to all acts of negligence by AASLD, Freeman, Platform Vendor, and the occupied convention center and is intended to be as broad and inclusive as is permitted by District of Columbia law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Line of Sight – Island Booths

Every exhibit space should allow for the visibility of other spaces. The following rules for island booth construction ensure that every exhibitor has reasonable site lines to the aisle.

EXHIBIT SPACE APPLICATION AND CONTRACT TERMS & CONDITIONS (CONTINUED)

Forty Percent See-Through Rule – Island Booths must maintain 40% visibility as viewed from all four sides, front to back and side to side. The 40% visibility applies to all booth structures and components over 4 feet in height. Exhibitor must use plexiglass or a similar transparent material to create any structure or wall that will allow for a line of sight above 4 feet. Booth components and fixtures cannot be arranged within the booth to violate this rule. This only applies to Island booths.

Five Foot Set Back Rule – Side rail and counter height restrictions are waived with the understanding that any side rail, counter, or display fixture that exceeds 4 feet in height will not be allowed within 5 feet of the aisle to protect the sight lines of surrounding exhibitors. This applies to all exhibitors.

Market Research

Market research cannot be conducted under the manufacturer's name for any product that is pending governmental approval; however, it may be conducted under the auspices of a market research firm. Market research companies are welcome to exhibit provided they submit a letter of authorization from the sponsoring company. The name of the sponsoring company will be kept confidential. AASLD retains the right to determine the relevance of and deny exhibiting privileges to market research companies. Priority points between the sponsoring company and its designated market research firm are not exchangeable. The sponsoring company is responsible for the conduct of the market research firm. Research must be conducted within the confines of the exhibit booth and activities must conform to all the procedures, rules, and regulations outlined in this Agreement.

Music/Copyright Licensing

AASLD has not obtained a music license authorizing the performance of either live or recorded music on the meeting's premises or platform. As a condition of exhibit management's acceptance of the exhibitor's AASLD Exhibit Space

Application & Contract, exhibitor hereby warrants and presents that no copyrighted music will be performed, either live or recorded, at the direction of the exhibitor on the floor, in company-leased rooms or virtual platform, during the meeting dates unless the exhibitor has obtained written permission from the copyright owner for such use. All copyright fees applicable to music or entertainment used as part of an exhibit are the full responsibility of the exhibitor. The exhibitor must make payment of the fees directly to the applicable copyright agency or copyright holder. Exhibitor must secure all permissions and rights to display or use any copyrighted material, trademarks, or other protected intellectual property.

Should the exhibitor violate the provision, the exhibitor agrees to indemnify, save, hold harmless, defend, and bear all expenses as they are incurred by AASLD, Freeman, Platform Vendor, digital vendors, and the convention center, and its respective directors, officers, agents, employees, and each of them, from and against any and all claims, costs and expenses (including legal fees and expenses), demands, actions, and liabilities of every kind and character whatsoever with respect to the unauthorized use of copyrighted music and/or copyright material and/or other protected intellectual property.

Payment of Previous Debts

All debts owed by the exhibitor to AASLD must be paid in full prior to contracting booth space for The Liver Meeting®. Booth space will not be assigned to a company that has accounts due to AASLD.

Photography & Videography

AASLD permits exhibitors to photograph only their own booths. Only the official AASLD photographer may take photographs in the exhibit hall. AASLD does not permit videography. Details for the official photographer will be included in the Exhibitor Service Manual.

Press Room

Use of the press room is limited to the media representatives with press passes and to annual meeting attendees granting interviews or otherwise engaged in AASLD publicity. Industry representatives are not allowed in the press room. AASLD does not make available any list of press attendees or their affiliations.

Priority Point System

A priority point system is used to determine the order in which exhibitors are assigned booth space or select packages each year. Priority points are cumulatively maintained. Priority Points will be based on booth size at the time exhibiting begins.

Exhibitors who have accumulated the highest number of priority points will be given first access to booth or package selection. In the event of a tie in priority points, the Exhibitor with the longest, year-over-year, consecutive participation will be given priority. In the event of a tie in priority points and year-after-year, consecutive participation, the access order will be chosen by random drawing. To accrue priority points, a company must be a current exhibitor.

AASLD utilizes the following exhibitor priority point system:

- **In-person Exhibiting:**
One (1) point for every 100 sq. ft. of exhibit space
- **Virtual Exhibiting:**
One (1) point for every \$2,500 in exhibit packages
- **Sponsorship*:**
One (1) point for every \$2,500 in corporate support/sponsorship
**Does not include Product Theaters or Satellite Symposia*
- **Product Theaters:**
 - One (1) point for each 30- minutes timeslot (virtual or in-person)
 - Two (2) points for each 60-minute timeslot (virtual or in-person)
- **Exhibitor Survey:**
Five (5) points for completing the post-event Exhibitor Survey, when applicable

EXHIBIT SPACE APPLICATION AND CONTRACT TERMS & CONDITIONS (CONTINUED)

Any company that does not exhibit two times in five consecutive years, on a rolling basis, will lose all accumulated priority points. No points will be deducted for not participating in The Liver Meeting Digital Experience™ 2020.

Exhibiting companies' priority points may not be combined. In the event an AASLD exhibiting company merges with, buys, or is bought by another AASLD exhibiting company, the total points from the company with the highest number of points will be utilized as the point total for the new company. In the event of a company merger or purchase, documentation of the merger or purchase must be provided, in writing on company letterhead, and verified by the parent or subsidiary company.

Purpose of Exhibits

The purpose of the exhibits, an integral part of The Liver Meeting® and AASLD's educational activities, is to complement the scientific sessions by enabling attendees to evaluate the latest developments in products that are presented for use by hepatology health professionals and hepatologists. Each exhibitor is responsible for ensuring all agents, designees, and attending representatives are aware of this purpose.

Sales & Solicitation of Orders

The Liver Meeting® is designed to educate attendees and the exhibit floor is an integral part of the education program. The sole purpose for contracting exhibit space is to display and/or demonstrate products and services. Sales and order taking are permitted provided all transactions are conducted in a professional manner that is in keeping with the nature of the meeting. Products must be the exhibitor's own products and must be pertinent to the attendees' professional interest. Exhibitors must comply with all sales tax requirements and must be aware of and adhere to business license, sales, and use tax regulations which vary from state to state.

Security

As a courtesy to exhibitors, watchman service for the exhibit area will be scheduled as deemed necessary by AASLD. The safekeeping of the exhibitor's property shall remain the responsibility of the exhibitor. The furnishing of such service is in no case to be understood or interpreted by exhibitors as a guarantee to them against loss or theft of any kind.

Signs

Signs, banners, posters, or flyers advertising a booth, symposium or any event or activity sponsored by the exhibitor may not be distributed, posted, or displayed anywhere inside or outside the convention center other than the exhibitor's booth.

Sound Restriction

Exhibitors may not use audible electronic, mechanical apparatus or open audio systems that may be heard outside the exhibitor's assigned space or may interfere or prove objectionable to attendees or other exhibitors. AASLD reserves the right to require exhibitors to discontinue any activity that causes annoyance or interference of others.

Space Assignments

Application for exhibit space must be made on the official AASLD Exhibit Space Application & Contract. No space will be assigned until both an application and full payment have been received. Exhibitors wishing to avoid assignment of space adjacent to that of a particular competitor should indicate the company on their application. Careful consideration will be given to all such requests, but relocation cannot be guaranteed. AASLD reserves the right to revise, relocate, or reassign exhibit booths at any time for the overall benefit of the meeting.

Sponsorship & Advertising

AASLD is the sole provider of products and services through which The Liver Meeting® exhibitors and supporters may reserve sponsorship and advertising tactics. Contracting directly with any

other third-party vendor for print or digital assets of any kind including, but not limited to, ad retargeting, geofencing and geo-targeting, out-of-home or hotel tactics will be considered a violation and may result in point deductions. The terms and conditions outlined in this agreement are applicable to all Sponsorship & Advertising opportunities for The Liver Meeting®. A separate Sponsorship & Advertising Agreement will be provided by AASLD outlining the sponsorship specifics.

The publication of an advertisement is not an endorsement or approval by AASLD unless the advertisement specifically includes an authorized statement that such approval or endorsement of the product or service being offered has been granted by AASLD. AASLD reserves the right to accept or reject advertising at its sole discretion. All advertising is subject to AASLD approval.

Staffing of Exhibits

Booths must be staffed at all times during exhibit hours. AASLD requests strict adherence to the opening and closing hours. Exhibitors that do not keep their booths staffed and operating until the official closing time jeopardize their participation at future AASLD meetings and may result in loss of priority points.

Storage of Crates & Boxes

Storage of crates and boxes can be arranged with Freeman, as outlined in the Exhibitor Service Manual. All cartons, crates, containers, packing materials, etc., that are necessary for repacking, must be labeled with "empty" stickers, and they will be removed from the floor by Freeman. Crates and boxes cannot be stored behind booth displays.

Subletting Space

The subletting, assignment, or appointment of the whole or any part of space by any exhibitor is prohibited. No exhibitors may permit any other party to exhibit in their space any goods other than those manufactured or handled by the contracting exhibitor or permit the

solicitation of business by others within their space.

Use of AASLD Name, Logo, and/or Acronym

The names, logos, and acronyms of the American Association for the Study of Liver Diseases and The Liver Meeting® (which includes The Liver Meeting Digital Experience™) are the exclusive property of and are trademarked by AASLD. They may not be used in any way, for any purpose or at any time (including but not limited to announcements, invitations, emails, web publications, etc.) without the express written permission of AASLD, which may be withheld or conditioned in AASLD's sole discretion.

The only terminology that will be approved for use in all printed material referencing the meeting (including emails and publication on the Web) is:

1. While attending The Liver Meeting® 2022.
2. While attending The Liver Meeting Digital Experience™ 2022
3. While attending the 73rd AASLD Annual Meeting.

It is not acceptable to use:

1. At The Liver Meeting® 2022.
2. At the 73rd AASLD Annual Meeting.
3. In conjunction with The Liver Meeting® 2022.
4. In conjunction with the 73rd AASLD Annual Meeting.

If given approval to use The Liver Meeting® 2022 in your terminology, you must attribute AASLD's trademark as follows: The Liver Meeting® is a registered trademark of the American Association for the Study of Liver Diseases. You may not use our trademark(s):

- In, as, or as part of your own trademarks.
- To identify products or services that are not ours.
- In a manner likely to cause confusion.
- In a manner that implies inaccurately that we sponsor or endorse, or are otherwise connected with your own activities, products, and services.

Use of AASLD Scientific Program Content

Information presented during The Liver Meeting® is the property of AASLD and/or the presenter. Information may not be recorded, photographed, copied, framed, screenshotted, streamed, photocopied, transferred to electronic format, reproduced, or distributed without the written permission of AASLD and the presenter. Any use of the program content which includes, but is not limited to, oral presentations, audiovisual materials used by speakers, and program handouts, without the written consent of AASLD is prohibited.

Violations & Loss of Points

Any exhibiting company found to be in violation of AASLD's terms and conditions will be subject to penalty and reduction of points, up to and including suspension of the company's eligibility to exhibit at The Liver Meeting®. The number of points reduced is dependent upon the nature of the violation and is at AASLD's discretion. Violation of any of these rules, regulations, and guidelines on the part of the exhibitor, its employees, or agents, shall result in loss of the right to occupy space and forfeiture of all money that may have been paid. Upon reasonable belief of a violation, AASLD and/or its agents, may reenter and take possession of the space occupied by the exhibitor and may remove all persons and goods at the expense and liability of the exhibitor. AASLD also reserves the right to refuse exhibit privileges for the following year. Exhibiting companies participating in The Liver Meeting® are responsible for communicating the rules, regulations, and guidelines of AASLD to their agents, employees, contractors, and anyone connected with or authorized by the exhibiting company.

ADDITIONAL CLAUSES SPECIFIC TO EXHIBITING VIRTUALLY

Booth Conduct

Exhibitors are prohibited from taking photographs, screen shots or recording another exhibitor’s booth.

Exhibitors acknowledge and agree that AASLD reserves the right to remove an exhibiting company from The Liver Meeting® if AASLD, in its sole discretion, determines that your participation or behavior creates a disruption or hinders The Liver Meeting® or the enjoyment of The Liver Meeting® content by other participants.

Exhibitors must not attempt to interfere with the proper working of the Platform (for example, by attempting to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router, or any other internet connected device).

Booth Inspection

The exhibit hall will be inspected throughout booth development and virtual presence. Virtual exhibitors must receive AASLD approval before the booth goes live. After going live, virtual exhibitors must also give AASLD prior notice of any proposed changes to the virtual booth microsite so that AASLD may review such changes. Exhibitor booths must strictly adhere to the benefits associated with the exhibitor package level purchased. An effort will be made to advise exhibitors of any deviation from exhibit rules at that time, but AASLD’s failure to do so will not bar any removal from the virtual exhibition. Exhibitors must make all corrections requested by AASLD at their own expense or risk removal from the virtual exhibition without notice and without obligation on the part of AASLD for any refund.

Exhibitor Badges

Exhibitors will be provided a login to the digital platform. Each exhibitor registration is unique to the registered individual and at no point can this registration be transferred, nor can exhibitor share ownership or access to

The Liver Meeting®. Exhibitor must be employed by or have a direct business affiliation with the exhibiting company. The number of complimentary exhibitor registrations issued to each exhibitor may be limited.

Exhibitor badges allow access to the exhibit and poster halls only. To attend scientific sessions exhibitor must upgrade to exhibitor conference badge status and pay course fees.

To redeem Complimentary TLMdX Registration as a part of the Exhibit Booth Package, individuals must first be registered as Exhibitor Staff. Exhibitor Staff will then be upgraded to complimentary TLMdX registration by the AASLD Registration Team. Ticketed items and in-person registration is sold separately.

Insurance

Each exhibiting company is responsible for obtaining insurance (e.g., Commercial General Liability and workers’ compensation insurance as required by law) in such amounts as deemed appropriate to comply with its obligations hereunder and for its own protection. Certificates of liability insurance must be submitted to AASLD by September 1, 2022 and should cover commercial general liability. The certificate should name The American Association for the Study of Liver Diseases and Freeman and the Platform Vendor as additional insured under General Liability for all aspects of the show dates November 4–8, 2022 and 90-days post show. Both the exhibitor and any exhibitor-appointed contractor are required to submit certificates of liability insurance.

Internet/Equipment

Exhibiting companies are responsible for all technical requirements needed to enable access to the Platform. AASLD does not guarantee that the Platform will operate continuously, securely or without errors or interruption, and AASLD does not accept any liability for its

temporary unavailability. AASLD does not guarantee that the Platform and/or any content thereon (including, without limitation, any content available for download) will be free from viruses, infections, Trojan horses, worms and/or any other code that has contaminating or destructive properties. Neither AASLD nor Freeman is responsible for utility outages, internet issues, bandwidth, connectivity issues, and/or other issues related to the exhibiting company’s microsite. The exhibiting company is fully responsible for ensuring it has all necessary equipment and connectivity and no refunds will be given if the exhibiting company’s microsite is not operational, in whole or in part, for any reason.

The Platform is delivered over the Internet, and accordingly, is subject to outages, limitations, delays, and other problems inherent in use of the internet and electronic communications. Neither AASLD nor Freeman shall be responsible for any outages, delays, delivery failures, viruses, hacker intrusions or other damage resulting from such problems.

Staffing of Exhibits

AASLD recommends having Exhibitor Registrants available during Exhibit Hall Hours and scheduled breaks during the virtual meeting to monitor the program, interactive sessions, virtual exhibit booth and respond to queries.

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