









Genomic Nursing: Building & Strengthening Bridges Between Advances & Practice

#### 1.4.2.2 Cancellation or Postponement by ISONG

a. ISONG reserves the right to cancel the Congress at any time. In the event the Congress is entirely or partially

anceled or postponed other than due to a Force Majeure, Sponsor's sole and exclusive remedy with respect to any damages, including incremental and consequential damages, sustained by Sponsor as a result of such non-occurrence or postponement, are the Fees paid by the Sponsor. ISONG shall refund these Sponsor Fees less Sponsor's pro-rata share of expenses relating to the Sponsor Agreement, as determined by the ISONG;

b. In the event of Force Majeure, ISONG may cancel, amend the date of the Congress or change the Venue or otherwise alter the Congress. A Force Majeure is defined as a circumstance or occurrence beyond the parties' control which makes it inadvisable, illegal, commercially impracticable, or impossible for the Congress to take place as planned, including, without limitation: (i) acts of God, (ii) disasters (including, but not limited to, fire, flood, severe weather, and earthquake), (iii) war, (iv) civil disorder, (v) suspected or actual terrorism, (vi) government regulation (including, but not limited to, declared states of emergency), (vii) national or international public health authorities' (including, without limitation, the Centers for Disease Control or the World Health Organization) declaration of public health emergencies, communicable disease, epidemic or pandemic advisories or alerts, (viii) strikes or work stoppages, (ix) curtailment of transportation services (including, without limitation, travel bans and advisories), (x) public or private policies which restrict or prohibit participants of the Congress from traveling to or attending the Congress;

c. Should the Congress be cancelled, curtailed or adversely affected by any cause not within the reasonable control of ISONG including but not limited to any of the Force Majeure events as identified above, the ISONG shall be under no obligation to refund all or part of the Fees paid by the Sponsor in respect of his participation in the Congress. ISONG shall be under no liability to the Sponsor or any other person in respect to any actions, proceedings, claims, demands, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Sponsor as the result thereof.

### 1.5 Termination

#### 1.5.1 Termination for Cause

If either party materially breaches the binding agreement, then the non-breaching party may give written notice to the breaching party that if the default is not cured within thirty (30) days, the binding agreement may be terminated. If the non-breaching party gives such notice and the breach is not cured during the thirty (30) day period, then the binding agreement may be terminated by the non-breaching party within thirty (30) days following the end of the cure period by sending written notice to the breaching party.

#### 1.5.2 Termination for Failure to Perform

The Sponsor Item(s) is contingent upon Sponsor's payment of the Fee set out in Article 1.3 and Sponsor's performance of its Sponsor Obligations. The Sponsor shall perform the obligations, as specified in the Prospectus, according to the due dates and other specifications set forth therein. In the event that Sponsor fails to perform any such obligations, ISONG may, at its discretion, immediately terminate this binding agreement for material breach and give the Sponsor Item(s) to another company. In such an event, ISONG will have no obligation to refund any Fees previously paid by Sponsor.



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## **TERMS & CONDITIONS (Cont.)**

### 1.5.3 Termination for Potential Damage to Reputation

ISONG may, at any time in its discretion, terminate this binding agreement if ISONG reasonably believes that Sponsor's affiliation with the Congress or ISONG will damage the reputation of or otherwise harm the Congress or ISONG.

### **1.6 Liability, Indemnity and Insurance**

a. Neither ISONG nor any of its members, officers, agents or employees shall be held liable for, and are released from liability for, any damage, loss, harm or injury to the person or property of the Sponsor or any of its officers, agents, employees or other representatives or injury to any person(s) connected thereto, irrespective of how these expenses, losses, damages, harm or injury may have occurred, except such as may arise from ISONG's willful misconduct or gross negligence;

b. ISONG is not responsible or liable for the correct operation of any or part of the technical installations at sponsored events and/or at the Exhibition, and cannot be held liable for damages of any kind incurred by the Sponsor, caused by insufficient or incorrect operation of these technical installations or parts thereof, except such as may arise from ISONG's willful misconduct or gross negligence;

c. The Sponsor accepts full responsibility and liability for the repair of any damages directly or indirectly caused by the Sponsor to the property of the Venue or third parties;

d. The Sponsor and their agents agree to protect, indemnify, defend and hold harmless and undertakes to indemnify ISONG in respect of, but not limited to, all claims, actions, proceedings, costs, expenses, damages or liabilities, including bodily injury, harm or death, arising from or in connection with the construction, decoration, operation, activity or dismantling by the Sponsor during a sponsored event and/or by the Exhibitor of the Stand Space and/or Booth during the Exhibition;

e. The Sponsor accepts full responsibility and liability for all costs for legal procedures, legal and other expert aid, incurred by ISONG as a result of the Sponsor not complying with the Terms and Conditions;

f. Sponsors and their agents agree to protect, indemnify, defend and hold harmless the Venue and ISONG, their employees and agents against all claims, liability, injuries and damages to persons or property, governmental charges or fines and attorney's fees arising out of fines and attorney's fees arising out of or caused by negligence or wrongful acts of the Sponsor or their agents, servants or employees. Sponsor acknowledges responsibility for obtaining adequate insurance coverage against property loss or damage and against liability for personal injury;

g. To the extent permissible by Law, the Sponsor and its third party contractor shall, at its sole cost and expense, procure, and maintain comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than a minimum of \$[amount here] per occurrence and a minimum of \$[amount here] aggregate coverage. Such insurance shall name ISONG, its Board of Directors and officers; NGAGE (association and Congress management company) and its employees; Venue; and exhibit services company each as an additional insured. The Sponsor also shall maintain statutory Workers' Compensation insurance. All property of the Sponsor shall remain under its custody and control in transit to and from the confines of the Exhibit space. ISONG reserves the right to cancel this Sponsor Agreement if Sponsor does not provide evidence of the required insurance coverage, in the form of a Certificate of Liability Insurance signed by an authorized representative of the insurer(s), to the ISONG Executive Office, as soon as practical, but in no event more than three (3) calendar days after request, time being of the essence.



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## **TERMS & CONDITIONS (Cont.)**

### **2. Sponsor Items**

#### **2.1. Exhibitor Information and Guidelines**

##### **2.1.1 Stand Space and Booth**

- a. All Exhibitors are clearly identified with their company name, product name and/or logo;
- b. The Exhibitor shall keep its Stand Space and/or Booth open, clean and in good order throughout the Exhibition;
- c. Subletting or sub-using (part of) the Stand Space and/or Booth by the Exhibitor without prior written approval from ISONG is not permitted;
- d. Exhibit booths must be staffed at all times while the Exhibition area is open;
- e. Exhibitor must comply with all applicable FDA regulations for presentation to attendees. Any medical device, pharmaceutical or other type of medical product still under clinical investigation that is graphically depicted at a commercial exhibit must:
  - Be prominently labeled as still being under clinical investigation
  - Contain only objective statements about the product
  - Contain no claims on 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 a list of investigator responsibilities
  - Contain the statement: “Caution—Investigational Product— limited to investigators’ investigational use” or a similar statement of prominent size and placement

Furthermore, if the product is not licensed or approved by the FDA for the use in which it is being promoted at this Congress, that fact must be properly disclosed following FDA guidelines;

- f. Interviews, demonstrations, and the distribution of literature or samples must be made within the Stand Space;
- g. Interviews and demonstrations on the Stand Space will be permitted only after prior written approval by ISONG;
- h. The Exhibitor shall arrange for and procure all necessary licenses, approvals and other documents required for the construction of and in connection with the Exhibitor’s occupation and use of Stand Space and/or the Booth during the Exhibition, to the satisfaction of, and in a timely manner as indicated by ISONG;
- i. The Stand Space’s and/or Booth’s technical installations must be approved by ISONG or persons duly authorized by ISONG. The technical installations, provided by or through ISONG, or by or through the third party contractor, shall be operated only by personnel appointed or approved by ISONG or the third party contractor;
- j. No exhibit, display of products or working demonstrations which involve substances of a dangerous, explosive or any kind of objectionable nature may be brought or held in the Venue without prior written approval from ISONG and the Venue;
- k. All materials used in the exhibit hall must be flameproof and fire resistant in order to conform to the



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## **TERMS & CONDITIONS (Cont.)**

local fire ordinances;

l. Fundraisers, auctions, or activities that involve donations other than to ISONG are not permitted;

m. Any scientific and/or educational presentations are prohibited within the Exhibition area. However, presentations that promote a company's products and services are allowed within the company's Stand Space;

n. The Exhibitor is not allowed to place product(s), goods and/or promotional material(s) outside the Stand Space, to hold inquiries among the visitors and participants in and around the Venue, to distribute advertising material outside the Stand Space and around the Venue, to make any announcements regarding the Exhibition on radio and/or television nor make recordings for commercial purposes without prior written approval from ISONG;

o. No one under the age of 18 is allowed admission to the exhibit hall at any time;

p. Exhibiting companies are solely responsible for collecting any information about actions within their exhibit space that constitutes a payment or transfer of value to any Covered Recipient that is required to be reported under the Sunshine Act as per the Centers for Medicare & Medicaid Services ("CMS");

q. The Exhibitor shall be solely responsible for complying with the American Disability Act (ADA) with regards to its Stand Space and shall be solely responsible for any claims arising out of the acts or omissions of the Exhibitor or its employees or third party contractors;

r. After the binding agreement has been entered into, a manual containing further information concerning the Exhibition, together with order forms for booth services and additional fittings regarding the construction, installation and decoration of the Stand Space and/or Booth (e.g. connections, electrical installation and electrics, water, furniture, AV, food and beverage, etc.) and activities to be held at the Stand Space and/or Booth shall be provided by the ISONG Executive Office to the Exhibitor. These services and additional fittings will be invoiced by or on behalf of the Venue and/or exhibit services company. The Exhibitor must order the services and additional fittings and pay the related invoices in a timely manner, as instructed by the Venue and/or exhibit services company.

### **2.1.2 Distribution of Giveaways, Contests and Food**

a. ISONG follows the Council of Medical Specialty Societies (CMSS) "Code for Interactions with Companies" regarding exhibitor giveaways. For full text the document can be viewed at [www.cmss.org](http://www.cmss.org) ("Code for Interaction with Companies"). All items distributed must be useful at the Congress and/or relate to the professional activities of the Booth visitors. Items must be small in size and made available to all participants regardless of registration type or demographics as long as the supplies last;

b. Exhibiting companies distributing giveaways are required to submit a request for approval of giveaway to ISONG;

c. Only approved items may be distributed. Any exhibiting company found distributing materials that have not been officially approved will be asked to cease distribution immediately and will be penalized;

d. Requesting personal information to be provided by participant in order to obtain a giveaway item is allowed if the participant is willing to provide this information; however, a participant who does not wish to provide personal information must still be allowed to receive the giveaway item;

e. The serving of food and/or beverages in Booths must be requested in writing to ISONG and the Venue;

f. Serving alcoholic beverages in Booth is not permitted.

### **2.1.3 Selling**

Selling is allowed from the Stand Space. However, Exhibitor is required by the laws of the jurisdiction in which the Congress is being held to be solely responsible for the collection and remittance of any sales or





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## **TERMS & CONDITIONS (Cont.)**

other taxes imposed on them.

### **2.1.4 Noise, Light and Odors**

Noisy or obstructive work is not permitted during open hours of the Exhibition area, nor are noisily operating displays or overly bright or distracting lights, nor exhibits producing objectionable odors. ISONG shall have the sole discretion in determining what is noisy, overly bright, distracting, obstructive or objectionable.

### **2.1.5 Construction, Decoration and Dismantling**

a. Unless the Application Form specifies otherwise (and provides for ordering a Standard Booth and additional service, fitting, and installation) ISONG supplies each Stand Space with a 6' table with 2 chairs, 1 wastebasket and one standard electrical outlet. Any additional service, fitting installation and/or Booth shall be provided by the Venue to the Exhibitor, after application as specified hereunder;

b. The installation, operation and dismantling of the Stand Space and/or Booth and the display of products or exhibits is to take place in consultation with ISONG. ISONG or persons duly authorized by ISONG are authorized to give instructions and directives and to make regulations;

c. ISONG and/or the Venue shall inform the Exhibitor in writing of the date and time on which the Stand Space shall be available for installation and decoration, the date and time the Stand Space must be completed as well as the date and time the dismantling of the Stand Space may commence and is to be completed. Except for the date and times indicated by ISONG, no construction and installation work and the carrying in of goods is allowed. These dates and times may be changed by ISONG;

d. Should the Exhibitor for any reason fail to remove all its property or otherwise fail to vacate the Stand Space by the date and time specified by ISONG, the Exhibitor shall be fully responsible for any penalties imposed on ISONG or any other losses or costs incurred by ISONG as a result thereof. Without prejudice to any other right or remedy of ISONG, ISONG may remove any property of the Exhibitor from the Stand Space after said time at the Exhibitor's expense, without any liability for loss or damage to such property;

e. Plans with respect to any construction, decoration and further fittings, which are not to be provided by or via the Venue, and an outline of the Exhibitor's projected activities are to be submitted for approval to ISONG, in a timely manner as indicated by ISONG. ISONG may make all necessary amendments to the Exhibitor's planned construction, decoration and activities. No construction can take place, decorations made, or activities undertaken without the prior written approval by ISONG. The Exhibitor shall not change the construction, decoration, and activities from the approved plan without prior written approval by ISONG. The Exhibitor is responsible and liable for all extra costs associated with the Exhibitor's proposed plans.

### **2.2 Industry Representative Badges**

a. The Sponsor's representatives shall be restricted to employees of the Sponsor's company and third party contractor or consultant who are registered to attend the Congress; All Sponsor's registered representatives will receive an Industry Representative Badge;

b. All Sponsor's representatives are clearly identified on their badge, with their first and last name and Sponsor's company name;

c. Sponsors will be allowed a certain number of Industry Representative badges based on their support level, as further specified in the Prospectus and/or Sponsor Agreement. There will be an additional charge for each additional badge over and above those included in the support level;

d. No trading of badges with other industry representatives or attendees is allowed;

e. Each industry representative must always wear the badge provided by ISONG while attending the Congress functions.



## **TERMS & CONDITIONS (Cont.)**

### **2.3 Promotional Materials**

- a. No publicity of any kind or in any form is allowed for companies not identified as Sponsor;
- b. No commercial advertising of any kind or in any form, including distribution of promotional materials, is permitted outside of the Exhibition area. Commercial advertising of any kind or in any form, including distribution of promotional materials, by Sponsor is only allowed from the Stand Space in the Exhibition area;
- c. All promotional materials, including but not limited to invitations, signs, door drops, advertisements, door hangers and hotel room key cards, are subject to approval by ISONG;
- d. The deadline to submit promotional materials for ISONG to approve is 6 weeks prior to the start of the Congress. Allow at least five business days for ISONG to review;
- e. Promotional materials may only be used to promote a company in general, or its product(s) and/or services;
- f. Advertising must be related to the field or practice in genetics as is approved by ISONG on the basis of its scientific objectivity and accuracy of information presented;
- g. Promotional materials may not use the ISONG or Congress logo. The name of ISONG or the Congress may be mentioned one time in each communication for identification purposes, in a reasonably- sized, neutral font, and may in no way imply endorsement of the company in general nor its products and/or services. Neither ISONG nor the Congress may be part of the title or heading, be prominently featured or listed first in printed materials;
- h. A booth number reception or dinner timeslot may be mentioned;
- i. The Sponsor shall allow ISONG or persons or legal entities duly authorized by ISONG to publish an Exhibit Guide, compiled on the basis of information to be furnished by the Sponsor. Sponsor shall duly submit the required information to ISONG as specified by ISONG. ISONG accepts no responsibility or liability for any errors and/or omissions in the Exhibit Guide.

#### **2.4.3 Promotional Materials**

- a. Unless specified differently hereunder, all conditions as set in Article 2.3 apply to Industry Symposium promotional materials;
- b. Sponsor is allowed to distribute promotional materials in the assigned Congress room within the assigned Industry Symposium time frame;
- c. ISONG allows one poster/sign at the entrance of the Industry Symposium Congress room. The sign can be put in place one hour prior to the start of the event and must be removed immediately following the event;
- d. All Industry Symposium materials must contain the following statement: "This event is neither sponsored by nor endorsed by ISONG".

### **3 Auxiliary Event by Sponsor**

- a. The organization of an auxiliary event by the Sponsor is subject to approval of ISONG;
- b. The auxiliary event cannot take place during official program hours of ISONG (including educational and/or social program);
- c. The ISONG Executive Office must receive a full outline of the auxiliary event at least 6 weeks prior to the start of the Congress. Allow at least five working days for ISONG to review the request. ISONG reserves the right to *refuse any request for the organization of an auxiliary event by Sponsor* for any *reason*;



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## **TERMS & CONDITIONS (Cont.)**

d. Unapproved auxiliary events are not allowed to take place. If it does take place, the Sponsor will be penalized, notwithstanding all other rights of ISONG.

### **4 Hospitality Suites**

Sponsors are eligible to reserve hotel suites or Congress rooms in the Venue for hospitality purposes. The Sponsor shall send ISONG a request for the hospitality suite, and, upon approval, will reserve the hospitality suite directly with the Venue (subject to availability). Hospitality suites are limited to no more than 20 people during official program hours of the Congress.

### **5 Final Clauses**

a. ISONG is entitled to rule upon all matters not provided for in these Terms and Conditions and to make any necessary amendments or additions hereto, which shall thereupon become binding to the Sponsor;

b. The rules of organizing a sponsored event and/or an exhibition in the Venue, is stated in general regulations of the Venue, are inextricably linked in these Terms and Conditions;

c. In the event of a dispute between the parties in connection with this binding agreement, the parties agree that the matter shall be subject to the exclusive jurisdiction of the courts of Vermont, USA;

d. The prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements in addition to other relief to which it may be entitled, provided that, if the prevailing party fails to recover the entire amount claimed, recovery of costs and fees shall be limited to the amount which bears the same relationship to the total costs and fees incurred by the prevailing party as the amount recovered bears to the amount claimed;

e. These Terms and Conditions apply to, and are inextricably linked by reference therein, all agreements pursuant to and in connection with the binding agreement between ISONG and the Sponsor;

f. No other terms and conditions shall apply unless such terms and conditions have been accepted by ISONG. Such acceptance shall be made in writing.