

EXHIBIT RULES & REGULATIONS

- 1. Application and Definitions These Terms and Conditions apply to and are made a part of the APIC Exhibit Space and Contract ("Contract") entered into by APIC and the Exhibitor named therein with respect to the APIC Annual Conference and Exposition to be held in San Antonio, TX on June 3-5, 2024 (Exhibits: June 3-5, 2024) (the "APIC Exposition") at the Henry B. Gonzalez Convention Center (the "Conference Venue"). Show Management reserves the right to reject, modify the payment schedule, require payment of past obligations, or accelerate the payment schedule of any Exhibitor or any exhibitor that has, in the past, failed to meet its payment obligation, has failed to comply with Rules and Regulations, or otherwise meet its obligations to Show Management.
- APIC 2024 COVID Safety Protocols. APIC reserves the right to change these
 guidelines at any time and to deny entry to this event to any participant not in compliance
 with these guidelines, regardless of prior approval status.
- 3. Show Management. The exhibition is organized and managed by APIC. Any matters not covered in these Rules and Regulations are subject to the interpretation of the APIC Board of Directors and the APIC CEO or their designee, and all exhibitors must abide by their decisions. Exhibitors must comply with the Henry B. Gonzalez Convention Center policies and procedures. The Show Management shall have full power to interpret, amend and enforce these rules and regulations, provided any amendments, when made, are brought to the notice of exhibitors. Each exhibitor, for himself/herself and his/her employees, agrees to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with preceding sentence.
- 4. Assignment of Booth Space. Booth assignments are made on a first-come first-served basis. Visit our live floor plan for regular floor plan updates. The floorplan is subject to change. A 50% deposit, payable to APIC, must accompany the application. Applications without deposits will not be processed. APIC does not permit end-cap booths meaning a 10'x20' booth that is exposed to aisles on three sides. APIC also does not permit exhibitors to purchase linear booth spaces that are across the aisle or diagonal from one another. Example: If an exhibitor wants to purchase two 10'x20' spaces across the aisle from one another, this would not be permitted.
- 5. Suitcasing. Anyone observed to be soliciting business in the aisles or other public areas, or in another company's booth, will be asked to leave immediately. Additional penalties may also be applied. Please report any violations you may observe to Show Management.
- Installation and Dismantle of Exhibits. Show Management reserves the right to fix the time for the installation of a booth prior to the show opening and for its removal after the conclusion of the show. Under no circumstances will the addition to or removal of any portion of an exhibit be permitted during show hours. All booths must remain intact until the close of the show. Installation must occur only during the installation times designated in the Exhibitor Prospectus. All booths must be properly installed, fully operational and show-ready no later than 8 AM on June 3, 2024, for the final inspection of the exhibit hall by show management. Dismantle may not begin until after 1 PM on June 5, 2024, and must be completed by 10 AM on June 6, 2024. Early dismantle and/or removal of an exhibit may result in the loss of exhibit privileges for future shows. The hours in Rule 1 are tentative and subject to change. If the official exhibit hall schedule changes, all exhibitors will be notified in writing. Exhibitors are expected to make travel arrangements in accordance with this schedule. If erection of any exhibit has not started by 8 AM on June 3, 2024, the APIC Exhibits Manager or his or her designee shall order the exhibit to be erected and the exhibitor billed for all charges incurred. Each exhibitor will complete arrangements for removal of his or her material from the Henry B. Gonzalez Convention Center in accordance with the instructions provided in the Exhibitor Services Manual. All material must be packed and picked-up by 10 AM on June 6, 2024. Any material not called for by said time and date will be shipped at the exhibitor's expense, by a carrier selected by the official drayage contractor. No one under the age of 18 will be permitted on the exhibit floor during installation and dismantle hours.
- 7. Failure to Occupy Space. Space not occupied by 8 AM on June 3, 2024, will be forfeited by exhibitors and their space may be resold, reassigned, or used by the exhibit management without refund.
- Rates, Deposits and Refunds. Space will be rented at the rate of \$3,600 per 10' x 10' linear space in accordance with the application form, with a \$400 additional charge for each corner assigned. Special dis nts apply for 2024 APIC Strategic Partne Partner Plus. Island booth prices are \$36.00 per square foot. For preferred plus exhibitors, for example 2024 APIC Strategic Partner Plus companies, space will be rented at the rate of \$3,240 per 10'x10' linear space in accordance with the application form, with a \$400 additional charge for each corner assigned. For preferred exhibitors, for example 2024 APIC Strategic Partner companies, space will be rented at the rate of \$3,420 per 10'x10' linear space in accordance with the application form, with a \$400 additional charge for each corner assigned. No application will be processed, or space assigned without a deposit in U.S. funds in the amount of 50% of the total cost, due by September 8, 2023. Space must be fully paid for by March 1, 2024. If assigned space is not paid for by March 1, 2024, it may be reassigned at the discretion of Show Management. In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount set forth above, regardless of whether or not the Show Management enters into a further lease for the space involved. Any exhibitor who cancels all of purchased booth space on or prior to March 1, 2024, will forfeit and pay to APIC, as liquidated damages, a sum of money equal to 50% of the full price of said exhibitor's booth space. Any exhibitor who cancels all of their booth space after March 1, 2024, will forfeit and pay to APIC, as liquidated damages, a sum of money equal to 100% of the full price of said exhibitor's booth space.

In the event of a default by the exhibitor, as set forth in the previous sentence, the exhibitor shall forfeit as liquidated damages, the amount set forth above, regardless of whether Show Management enters into a further lease for the space involved. Cancellation requests must be submitted in writing to the Exhibits Manager. Should an exhibitor reduce the size of their contracted booth space on or before March 1, 2024, a 10% service charge of the original contract price will be assessed by APIC. Payment previously received will be applied to revised booth fee balance. Any remaining balance less the revised space fees and 10% service charge will be refunded up to a maximum of \$5,000. After March 1, 2024, an exhibitor is permitted to reduce the size of their contracted space; however, no refunds will be given and there will be no service charge. Show Management has the right to reassign the exhibitor to a different booth space based on revised size requirements. Space reduction requests must be submitted in writing to the Exhibits Manager. In the event that the premises in which the Exposition is conducted should become unfit for occupancy or substantially interfered with by reason of any cause or causes not reasonably within the control of APIC or its agents, the Exposition may be canceled or moved to another appropriate location, at the sole discretion of APIC. APIC shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of APIC. Causes for such action beyond the control of APIC shall include, but are not limited to: fire, casualty, flood, epidemic or pandemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel, labor union disputes, loss of lease or other termination by the Henry B. Gonzalez Convention Center, municipal, state or federal laws, or act of God.

Should APIC terminate this agreement pursuant to the provisions of this section, the exhibitor vaives claims for damage arising therefrom. Refunds of "Paid Exhibit Space Fees" in the event of event termination or cancellation shall be made to exhibitors at the sole discretion of APIC and in any case, will not exceed the amount of each exhibitor's paid exhibit space fee less any pro rata adjustments based on non-reimbursable direct and/or indirect event costs or financial obligations incurred by APIC through the date of exhibitors' notification of event termination or cancellation or through the completion of event termination or cancellation processes, whichever is later. In the event that APIC 2024 is a hybrid conference, exhibitors will have access to an in-person booth spaces as well as a virtual booth, it is up to the exhibitor if they choose to utilize the virtual booth. In the event that APIC 2024 transitions to a virtual conference, exhibitors could choose to either receive a full refund or transfer to a virtual booth.

- 9. Sponsorships. APIC will assess a \$3,600 Premium Fee to all sponsorships sold to non-exhibiting companies. This fee will apply to all sponsorships and will be added to the invoice upon receiving the signed agreement.
- 10. Contractor Services. An official contractor will provide all services in the exhibit area. Complete information, instructions, and schedule of prices regarding shipping, drayage, labor for installation and dismantling, electrical service, furniture, etc., will be included in the Exhibitor Services Manual to be forwarded from the official contractor in April 2024. An exhibitors' service center will be maintained during applicable hours to facilitate services requested for additional needs of exhibitors. Under no circumstances will APIC or the Henry B. Gonzalez Convention Center assume responsibilities for loss or damage to goods consigned to the official contractor. Advance shipments of exhibit material must be made to official contractor as specified in the Exhibitor Services Manual. Should any shipments not be made as specified in the manual it will be removed by the official contractor and stored until the hall is ready to accept materials for the exhibition and all costs involved will be charged to exhibiting company. Exhibitors are responsible for all information provided in the Exhibitor Services Manual.
- 11. Arrangements of Exhibits. Any portion of an exhibit that obstructs the view, interferes with the privileges of other exhibitors, extends beyond the designated booth space or for any reason becomes objectionable, must be immediately modified, or removed by the exhibitor. The show management reserves the right to inspect the quality of the appearance of each booth prior to show opening. Where necessary, masking drape or other covering material will be placed to cover unsightly wires, unfinished backwalls exposed waterpipes or hoses, etc. at the exhibitor's expense.
- Booth Design. The regulations listed herein are not intended to unduly restrict exhibits as to either design or utility. The spirit in which the rules are presented is to create and maintain an open atmosphere on the exhibit floor. In designing exhibits, traffic flow, good judgment and consideration for neighboring exhibitors and attendees should be primary objectives. Every effort has been made to ensure the accuracy of all information distributed by APIC; however, due to the ever-changing needs and maintenance schedules of facilities, such as the Henry B. Gonzalez Convention Center, up-to-the-minute information is not always available. With this in mind, we remind all exhibitors that APIC, the Henry B. Gonzalez Convention Center and its contractors or agents can make no warranties as to the accuracy of floor plans issued in conjunction with or pertaining to the exposition. If locations of building columns, utilities or other architectural components of the facility are considerations in the construction of an exhibit, it is the responsibility of the exhibitor and/or his/her agent to physically inspect the facility to verify all dimensions and locations. IN-LINE BOOTHS: In-line booths have only one side exposed to an aisle and are generally arranged in a series along a straight line. Regardless of the number of in-line booths utilized, (e.g., 10' x 20', 10'x 30', 10' x 40', etc.), display materials must be arranged in such a manner so as not to obstruct sight lines of neighboring exhibitors. The maximum height of 8 feet is allowed only in the rear

half of the booth space, with a 4-foot height restriction imposed on all materials in the remaining space forward to the aisle. When three or more in-line booths are used in combination, as a single exhibit space, the 4-foot height limitation is applied only to that portion of exhibit space that is within 10 feet of an adjoining booth. A Perimeter Booth is an in-line booth that backs to an outside wall of the exhibit facility rather than to another exhibit. All guidelines for in-line booths apply to Perimeter Booths except that the maximum back wall height is 12 feet. APIC does not allow end cap booths, meaning booths exposed to aisles on three sides and composed of two 10-foot x 10-foot booths. APIC does not allow in-booth education for linear booths. ISLAND BOOTHS: Island booths are any size booths exposed to aisles on all four sides. Supplementary regulations governing such exhibits are the following: The entire cubic content of the space may be used up to the maximum allowable height of 20 feet including signage (hanging or stationary), banners, trusses and hanging lighting systems. Any hanging signage will be hung at 20 feet from the floor to the top of the sign. Canopies, including ceilings, umbrellas, and canopy frames, can be either decorative or functional (such as to shade computer monitors from ambient light or for hanging products). The base of the canopy should not be lower than 7 feet from the floor within 5 feet of any aisle. Canopy supports should be no wider than 3 inches. This applies to any booth configuration that has a sight restriction. Fire and safety regulations in many facilities strictly govern the use of canopies, ceilings, and other similar coverings. Check with the appropriate local agencies prior to determining specific exhibition rules. Island Exhibitors should adhere to the following minimum guidelines when determining booth lighting. • No lighting fixtures. lighting trusses, or overhead lighting are allowed outside the boundaries of the exhibit space • Lighting should be directed to the inner confines of the booth space. Lighting must not project onto other exhibits or show aisles. • Lighting that is potentially harmful, such as lasers or ultraviolet lighting, must comply with facility rules and be approved in writing by exhibition management. • Lighting that spins, rotates, pulsates and other specialized lighting effects should be in good taste and not interfere with neighboring exhibitors or otherwise detract from the general atmosphere of the event.

- 13. Exhibitor Services Manual. Each exhibitor will be provided with an official Exhibitor Services Manual. The Exhibitor Services Manual describes the type and arrangement of exhibit space and the standard equipment provided by Show Management for booth construction. All booth space must be arranged and constructed in accordance with the guidelines, provisions, and limitations contained in the Exhibitor Services Manual. In the sole opinion of Show Management, any exhibit that fails to conform to the Exhibitor Services Manual guidelines or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exhibition. Each exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions. All demonstrators or other promotional activities must be confined to the limits of the exhibit space. Sufficient space must be provided within the exhibit space for the comfort and safety or persons watching demonstrations and other promotional activities. Island booths are restricted to 20 feet in height. All booths must be carpeted to ensure the full contracted space is covered. Exhibiting companies are responsible for furnishing, cleaning, and carpeting their booths. Any booth(s) not carpeted by 8 AM, on June 3, 2024, will be carpeted by Show Management at the exhibitor's expense. All exhibits must comply with the public accommodation provisions of the Americans with Disabilities Act of 1991 (ADA). Any exhibit with raised flooring must be ramped.
- **14. Subleasing of Space.** Exhibitors may not assign, sublet, or apportion to others the whole, or any part of, the space allocated, and may not display goods or services other than those manufactured or regularly distributed by them.
- 15. Conduct. All exhibits will be to serve the interest of APIC members and will be operated in a way that will not detract from other exhibits, the exhibition, or the meeting as a whole. Show management reserves the right to request the immediate withdrawal of any exhibit that APIC believes to be injurious to the purpose of APIC. Management reserves the right to refuse to admit to and eject from the exhibit building any objectionable or undesirable person or persons. The use of sideshow tactics or other undignified methods considered by APIC to be objectionable are expressly prohibited in the exhibition area and in any meeting room.
- 16. Type of Exhibiting Companies. The purpose of the exhibition is to further the education of conference attendees through product and service displays and demonstrations. Products or services exhibited must be pertinent to the attendees' professional interest. TENS products, lotions, cosmetic skin care products are prohibited participating or selling of products at this Event. APIC reserves the right to restrict who may exhibit at the conference and exhibit sales activities that it deems inappropriate or unprofessional. In addition, APIC reserves the right to prohibit any company, association, or entity from exhibiting at the conference who has products or services that compete with the products and services APIC provides.
- 17. Exhibitor-Sponsored Events. No exhibitor-sponsored event, meeting, seminar, reception, focus group or similar function to which conference attendees are invited may be held during the official APIC Conference events nor can the topic or event title conflict with an official APIC event topic or title. Please consult the APIC website for a schedule of events or contact the APIC Exhibits Department at APICexhibits@conferencemanagers.com.
- 18. Exhibitor's Personnel. Exhibitor badges will be made available to the official company representatives for distribution to exhibitor personnel. The official APIC badge must be worn whenever a representative is in the exhibit hall. All personnel representing the exhibitor or his or her agents on the exhibit floor during installation and dismantling must be properly identified. Each exhibit must be fully operational and staffed during the open exhibit hours as defined in Rule 1. Booths should be manned by company specialists who are qualified to discuss details of their company's products or services. Distribution of advertising material and souvenirs must be confined to the exhibitor's booth. Canvassing or distribution of advertising material or souvenirs in the exhibit hall by representatives of nonexhibiting firms is strictly forbidden and may result in immediate eviction from the conference.
- 19. Selling Products/Merchandise. Selling of products or merchandise on the exhibit floor is strictly prohibited and may result in immediate eviction from the conference.
 20. Sound Devices, Lighting, and other Presentation Devices. Public address, sound producing or amplification devices that project sound must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitor and their patrons, nor cause the aisles to be blocked. Speakers and other sound

- devices should be positioned to direct sound into the booth rather than into the aisle. Noise levels must be held to a 70-decibel maximum at all times. Show Management will monitor the 70- decibel regulation onsite. If an exhibitor is in violation of the 70-decibel regulation, they will receive one warning. If the exhibitor continues to operate noisemaking exhibits in excess of 70-decibels after the first warning. Show Management reserves the right to cut the power of the offending mechanism, or otherwise ensure the noisemaking mechanism is shut off. Any expenses incurred in this instance will be the sole responsibility of the exhibitor. Any form of attention-getting devices or presentations must be terminated when crowds obstruct aisles or infringe upon another exhibitor's display. APIC reserves the right to restrict the use of glaring lights or objectionable lighting effects. Music, whether vocal or instrumental, is prohibited.
- 21. Handout Materials. Promotional giveaways and exhibitor prize drawings will be permitted. All hand-out materials are expected to be of professional nature. APIC reserves the right to disallow any material that it believes to be inappropriate. No exhibitor may use APIC name or any of its affiliate organizations in conjunction with any promotional activity or award in the exhibit hall without the expressed written consent of APIC.
- 22. Solicitation of Exhibitors. No persons will be permitted in the exhibit hall for the purpose of soliciting advertising or other exhibit space without the express written permission of APIC.
- 23. Fire, Safety, and Health. The exhibitor assumes all responsibility for compliance with local, city, and state ordinances and regulations covering fire, safety, and health. All exhibit equipment and materials must be located within the booth. Only fireproof materials may be used in displays and the exhibitor must take all necessary fire precautions. No combustible material will be stored in or around exhibit booths.
- 24. Labor Rules and Regulations. Labor rules and regulations for union labor are made by the local unions and may change at any time. Where union labor is required because of building or contractor requirements, it will be necessary for the exhibitor to comply with these regulations. Information regarding specific regulations that are applicable may be obtained from the official contractor. Displays, painters, carpenters, electricians, and other skilled labor can be arranged through the official contractor at established rates. Labor order forms will be included in the Exhibitor Services Manual.
- **25. Storage.** The exhibitor should make arrangements with the contracted decorator for storage of packing boxes and crates during the exhibition. APIC assumes no responsibility for damage or loss of packing boxes or crates.
- **26.** Food and Beverage. Exhibitor distribution of food and beverages for consumption in the building is prohibited, except with written permission from Show Management. All requests must be submitted in writing.
- Liability and Security. APIC makes no warranty, expressed or implied, that security measures will avert or prevent occurrences that may result in loss or damage. Each exhibitor must make provisions for the safeguarding of his or her goods, materials, equipment, and display at all times. APIC will not be liable for loss or damage to the property of exhibitors or their representatives or employees from theft, fire, accident, or other causes. APIC will not be liable for injury to exhibitors or their employees or for damage to property in their custody, owned or controlled by them, which claims for damages, injury, etc., may be incident to or arise from, or be in any way connected with their use or occupation of display space, and exhibitors will indemnify and hold harmless against such claim. The exhibitor assumes all liability for any damage to the facility's floor, walls, lighting fixtures, etc. as a result of exhibitor negligence. The exhibitor will abide by and observe all laws, rules, regulations, and ordinances of any government authority and of the contracted facility. The exhibitor will pay and save APIC, its Board, members, staff, and representatives, the City of San Antonio, and the Henry B. Gonzalez Convention Center harmless from any and all damages, loss or liability of any kind whatsoever resulting from injuries to persons or property occurring within the Henry B. Gonzalez Convention Center or property adjacent thereto occasioned by any act, neglect, or wrongdoing of the exhibitor or any of its officers, agents, representatives, guests or employees, invitees, or other persons permitted by the exhibitor upon the premises, and the exhibitor will at its own cost and expense defend and protect APIC, the City of San Antonio and the Henry B. Gonzalez Convention Center against any and all such claims or demands. Each exhibitor shall be responsible for securing and maintaining the following insurance coverages at the exhibitor's expense: (a) Workman's compensation insurance coverage for exhibitor's employees which shall be incompliance with the laws of the State of Texas; (b) Commercial general liability insurance with policy limits of \$1,000,000 for combined single limit coverage to include: comprehensive form, premises/operations, contractual, broad form property damage and products/ completed operations, providing for terms of coverage to be effective from on or before June 3 - June 6, 2024, which shall include exhibitor's move in and moveout. Such insurance shall cover any and all damage or injury to any and all persons arising out of such person's attendance at the exhibitor's exhibit during the term of APIC's 2024 Annual Conference. (c) Other insurance: Each exhibitor acknowledges that it is responsible for obtaining any additional insurance coverage solely at its own expense, in such amounts as it deems appropriate to comply with its obligations here under and for its own protection
- 28. Facility Guidelines. APIC 2024 will occur at the Henry B. Gonzalez Convention Center. All exhibitors must abide by the policies and procedures outlined by the Henry B. Gonzalez Convention Center. Any exhibitor note abiding by the guidelines may be asked to leave APIC 2024 at the discretion of Show Management and the Henry B. Gonzalez Convention Center. All guidelines can be viewed online at https://www.sahbgcc.com/OurServices/For/Exhibitors.
- 29. Trademarks. APIC will be held harmless for any trademark, trade name, copyright, or patent infringement on any printed materials belonging to or distributed by any exhibitor. Use of the Henry B. Gonzalez Convention Center logo, design, trademark, trade name, patent, copyrighted work, or symbol must be approved in writing by the Henry B. Gonzalez Convention Center marketing department. Use of the APIC logo, design, trademark, trade name, patent, copyrighted work, or symbol must be approved in writing by APIC's marketing department.
- **30.** FDA Approval. Exhibitors must abide by all applicable FDA regulations. All products and services exhibited at the APIC 2024 Annual Conference shall comply with FDA policy and procedures. Inclusion of any product that is an investigational device or an investigational drug is permitted; however, such products must be clearly marked as such. Exhibitors must ensure that with respect to all such devices or drugs, only permissible preapproved dissemination of scientific and educational information is

provided at the exhibit and appropriate disclosures and cautionary notices are included with the devices or drugs. Exhibitors are reminded that the FDA prohibits the advertising or other promotion of investigational or unapproved drugs or devices. The FDA also forbids the promotion of approved drugs or devices for unapproved uses. In addition, under FDA rules, the background of the exhibit must show the generic name of any drug product featured. For additional information contact the FDA at: 1-888-INFO-FDA (1-888-463-6332) or http://www.fda.gov.

- **31.** Photographing of Exhibits. Each exhibitor has control over the space it has rented and may prevent those considered its competitors from gaining access to or photographing or videotaping its exhibit. The taking of pictures, other than by the official photographer, is expressly prohibited during setup, dismantling, and non-exhibit hours, and cameras will not be allowed on the exhibit floor during these times. Only the exhibitor may grant permission to have its exhibit photographed, videotaped, or an audio presentation taped, during exhibit hours. No exhibitor shall deny any reasonable request from Show Management or the official photographer to photograph the exhibit from outside the perimeter of the booth.
- **32. List Publication.** The list of APIC exhibitors, in whole or in part, shall not be published other than in APIC official publications.
- **33.** Facility Use. All public function space in the Henry B. Gonzalez Convention Center and host hotels is controlled by APIC. No function space will be released to exhibiting firms or other commercial firms for social functions without the permission of Show Management. Good taste and conformity to the purposes of the meeting must prevail. Showing of equipment or product presentations to registered members or guests of APIC by exhibiting firms other than on the exhibit floor during the stated hours (see Rule 1) is expressly prohibited.
- 34. Violations. APIC may at its discretion take away all or part of future exhibiting privileges for violations of the Rules and Regulations. In addition, violation of any of these Rules and Regulations by the exhibitor or his or her employees or agents shall at the option of APIC forfeit the exhibitor's right to occupy space and such exhibitor shall forfeit to APIC all monies paid or due. Upon evidence of violation, APIC may take possession of the space occupied by the exhibitor and may remove all persons and goods at the exhibitor's risk. The exhibitor shall pay all expenses and damages that APIC may incur thereby.
- **35.** Severability. All agreements and covenants contained herein are severable, and in the event any of them shall beheld to be invalid by any competent court, this agreement shall be interpreted as if such valid agreements or covenants were not contained rein.

Contact

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