

The attached ENDOExpo EXHIBITOR APPLICATION AGREEMENT (the "Application") does not constitute an agreement until it is accepted by the Endocrine Society (the "Society"). Once the Application is accepted by the Endocrine Society, the Application, together with these TERMS AND CONDITIONS FOR EXHIBITING, constitutes the entire binding agreement (the "Agreement") between the Endocrine Society and the Exhibitor for ENDOExpo 2025 (the "ENDOExpo"). By signing the Application, the Exhibitor acknowledges that valuable and sufficient consideration has been exchanged between the parties and agrees to the following terms:

GENERAL

Exhibits will take place from July 12, 2025 to July 14, 2025, and are intended for educational and informational purposes to improve endocrinology education, practice, and research. Exhibits should complement the meeting and sessions by enabling registrants to see, hear, examine, question, and evaluate the latest developments in equipment, supplies, and services relevant to endocrinology. All materials and equipment should be timely and relevant to endocrinology and should contain no inaccurate or misleading information.

The Endocrine Society may at its sole and absolute discretion reject any Exhibitor Application. The Endocrine Society may also terminate this Agreement if, in its sole and absolute discretion, it determines that the Exhibitor no longer meets the requirements for exhibiting.

Should any questions arise, the Endocrine Society reserves the right to adjudicate all interpretations, disputes, and decisions regarding persons, objects, conduct, printed material, or anything of a character that the Endocrine Society considers objectionable, and to establish and enact additional regulations as it considers necessary to maintain the general success and well-being of the exposition. The Endocrine Society may restrict exhibits that detract from the general character of the exposition. All matters and questions not covered in these policies are subject to the final judgment and decision of the Endocrine Society, A. Fassano & Company, The Freeman Company, LLC, and Maritz Global Events.

Subletting of Space

Exhibitors may not assign, sublet, or apportion in whole or in part any of the booth space allocated to them without the prior knowledge and prior written consent of the Endocrine Society. An exhibitor may only display or advertise products that it manufactures or sells in the regular course of its business unless it obtains prior written consent from the Endocrine Society.

Under-Age Individuals

For safety reasons, individuals under the age of 16 are not allowed to enter any ENDO annual meeting event(s), education session rooms, or ENDOExpo, **AT ANY TIME** and will be escorted from the exhibit hall should they enter. The Endocrine Society reserves the right to remove any individual from the premises.

Exhibitor Resource Center

Complete instructions, schedules, and prices regarding shipping, drayage, labor, electrical use, custom furniture and carpets, AV equipment, etc., will be included in the Exhibitor Resource Center. Exhibiting companies will have access to the Freeman service kit through the online Exhibitor Resource Center after booth assignments are made. Exhibitors will use the company password they received when they applied to exhibit for accessing the portal.

ELIGIBILITY TO EXHIBIT

Display Eligibility

The exhibit is intended for those who wish to display scientific equipment, services, and educational resources related to the interests of and/or support for the professional endeavors of clinical and research endocrinologists ("Purposes"). New exhibitors will be vetted according to the Purposes, as well as their display's consistency with the Society's mission, vision, and core values ("Values"). The Society unilaterally and without restriction reserves the right to deny any application for perceived or actual inconsistencies with the Purposes or Values. Additionally, Society reserves the right to require the immediate removal of an exhibit if, in the sole and absolute discretion of the Society, it conflicts with these criteria. The display of items unrelated to the Purposes or Values of the Society will not be permitted.

Cancellation of ENDOExpo/Force Majeure

The performance of this Agreement by the Endocrine Society is subject to a Force Majeure event (as defined below), making the Venue, as determined at the sole and absolute discretion of the Endocrine Society, unfit for occupancy, for holding the ENDOExpo, or making it otherwise impossible, illegal, or commercially impracticable for the Endocrine Society to perform its obligations under this Agreement. Upon the occurrence of a Force Majeure event, the Endocrine Society may take such action as it deems reasonable under the circumstances, including termination of this Agreement or postponement or relocation of the ENDO annual meeting (or any part thereof). The Endocrine Society shall not be responsible for delays, damage, loss, increased costs, or any other unfavorable conditions arising by virtue of a Force Majeure event. As used herein, a "Force Majeure event" shall mean any cause or circumstance beyond the Endocrine Society's control making it illegal, impossible or commercially impracticable to hold the Exhibition or that otherwise has a materially adverse effect on the ability of the Endocrine Society to perform its obligations under this Agreement, including, but not be limited to: fire; casualty; flood; epidemic; World Health Organization travel advisory or travel alert; earthquake; volcanic eruption; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defense or military authorities; act of public enemy; riot or civil disturbance; act or threatened act of terrorism, strike, lockout, boycott or other labor disturbance; Venue cancellation, inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God.

In the event that The Society cancels the ENDO annual meeting or the ENDOExpo for any reason, including but not limited to, causes not reasonably within The Society's control, The Society in its sole discretion will determine the disposition of the funds paid by the exhibitor, which disposition could include, but not be limited to, forfeiture of the entire amount paid, a refund of all or part of the amount paid, or the crediting of some or all of the amount paid to a future ENDO annual meeting.

Cancellation of ENDOExpo/Force Majeure continued

In no event shall The Society's liability to the exhibitor for damages incurred due to the cancellation of the in-person experience at the ENDO annual meeting exceed the amount paid. The Endocrine Society and Exhibit Management will not be held liable for any costs incurred by the exhibitor, other than the cost of exhibit space rental.

FDA Market Clearance

Exhibitors shall not exhibit any product, apparatus, instrument, device, or drug that is the subject of litigation pending before the US Food & Drug Administration (FDA). An Exhibitor to whom FDA market clearance applies shall have documentation from the FDA for all applicable products being displayed at its booth. Such documentation must state the model and regulatory class of those products that have been determined to be medical devices, as defined by the Federal Food, Drug, and Cosmetic Act, Section 201(h). All devices that have not obtained FDA market clearance and are intended for use on humans, or that are not commercially available in the US will be permitted for exhibit if and only if accompanied by signs indicating the devices' status. Exhibitor should select and display on its signs all statements from those included here that are applicable to the device(s): (1) "This device is not for distribution in the United States"; (2) "Device is limited by federal law for investigational use"; (3) "Cleared for marketing when intended for only..."; (4) "Pending FDA market clearance." All signs must be easily visible and placed on or near the device itself and on any graphics depicting the device. All products to be exhibited at ENDOExpo must be identified on the Application and must include FDA market clearance status. Applications received without insurance information, an authorized signature, FDA information, and the required deposit will not be accepted or processed until the conditions of acceptance are met. The Endocrine Society reserves the right to reject any application.

NOTE: A manufacturer can only engage in limited promotional activities for a device that has not received FDA market clearance. Prior to its 510(k) clearance, a manufacturer may advertise or display a device, but may not sell it, give it away, hold it, offer it for sale, or solicit orders for it, even if stipulating that orders cannot be filled until 510(k) clearance is received, unless the device is limited to research or investigational use. The failure to file a 510(k) is a misbranding violation [21 USC 352(o)]. Exhibitors should contact the FDA Office of Compliance (301/594-4692) regarding responsibilities under the Federal Food, Drug, and Cosmetic Act.

Notice of Disability Act

In compliance with the Americans with Disabilities Act of 1990, the Endocrine Society will make all reasonable efforts to accommodate people with covered disabilities.

RESERVATIONS AND PAYMENTS

Applications received without all the required information and payment will not be processed.

Payment of Previous Debts

Exhibitor applicants with outstanding debt owed to the Endocrine Society will not be assigned booth space until the Endocrine Society receives full payment for such debts. The Endocrine Society reserves the right to apply any booth payments to outstanding invoices.

CANCELLATION AND REDUCTION POLICY

• Applications receive priority points for participation in past events. The Endocrine Society will assign booth placement, in priority point order, to all applications received on or before November 12, 2024, that includes a deposit of at least 50% of the full booth fee. Booths will not be assigned without payment. The Endocrine Society will revoke such placement if it does not receive the full and final balance payment by March 21, 2025. If Exhibitor cancels or modifies its application prior to March 21, 2025, in a way that results in no booth fee or a lower Booth Fee, Exhibitor shall still be liable for 10% of the full fee of the originally assigned booth, plus all fees for any booth(s) assigned as a result of such modification. If the Exhibitor cancels or modifies its application on or after March 21, 2025, in such a way that reduces its Booth Fees, Exhibitor shall still be liable for the full booth fee on the original application.

For all applications received after November 12, 2024, the Endocrine Society will assign booth placement in the order the applications are received. To be processed, applications received after March 21, 2025, must be accompanied by full payment of the Booth Fee. **Booths will not be assigned without payment.**

INSURANCE

If you plan to use an Exhibitor Appointed Contractor (EAC) to supervise the setup and dismantling of your exhibit, a certificate of insurance must be sent to Exhibit Management by March 31, 2025. Each non- official contractor or exhibitor who will self-install an exhibit must supply Exhibit Management with a current comprehensive public liability certificate of insurance with combined single limits of \$1 million bodily injury and property damage and/or \$1 million general aggregate with a \$1 million per occurrence limit, naming as additionally insured the Society; A. Fassano & Company; the Convention Facility; Freeman; and the members, officers, directors, agents, and employees of each of these entities. Certificates and forms can be found in the Exhibitor Resource Center and should be emailed to Exhibit Management. Each party will be liable for negligent or intentional acts and omissions by its employees and other authorized representatives. The exhibitor agrees to indemnify, defend, and hold harmless the Society, Exhibit Management, and the Convention Center from and against any and all liability for all costs, losses, and damages, including reasonable attorney's fee and court costs due to claims arising from personal injury and property damage, or loss resulting from use of exhibit space.

BOOTH INFORMATION

Standard Booth Equipment

Booth packages include pipe/drape and ID sign. Any other items (e.g., furniture, carpet, electricity, internet, etc.) are available at an additional cost and must be ordered through Freeman, the show decorator, or the authorized service providers. **Carpet is required.** Ordering information and pricing will be listed in the Exhibitor Resource Center with all the pertinent exhibitor forms. Exhibitors will use the same password provided to submit their application to access the Exhibitor Resource Center.

Booth Construction

The exhibitor shall construct and arrange its booth(s) to accommodate its viewing audience within its booth(s) and discourage the formation of a standing crowd in the aisles. The exhibitor shall make its construction substantial and fixed in position for the duration of the ENDOExpo. Exhibitors must keep any construction over 3 ft. in height within 5 ft. of the rear of the booth. Exhibits that violate local, state, or federal laws or regulations, including safety codes, are prohibited, and will not be tolerated. Combustible decorations of any kind are prohibited. Exhibitors shall drape all exposed or unfinished sides and exhibit backgrounds to present an attractive appearance.

In-line/Corner Booths

Exhibitors with in-line/corner booths cannot construct booth(s) exceeding 8 ft. in height. Exhibitors with inline/corner booths along any outside walls or outside borders of the exhibit area may construct booth(s) that exceed 12 ft. with approval from the Endocrine Society. Hanging signs are not permitted over linear/corner booth(s).

Endcap Booths

An "endcap" is defined as a 10' x 20' space having 3 aisles facing toward the cross aisle at end of a row of traditional 10' x 10' linear booths. Exhibitors with endcap booth(s) with any portion of its exhibit bordering another Exhibitor's booth shall have the back side of the bordering portion finished. The bordering portion must not carry identification signs or other copies that would detract from the adjoining exhibit. The back wall is limited to 10-ft. wide, 8-ft. high, centered across the 20-ft. back-wall area. All display fixtures over 36 inches high must be confined to those areas of the booth that are at least 5 ft. from the aisle line to avoid blocking the sightline from the aisle to the adjoining booth. Exhibitors adjoining an endcap exhibitor are entitled to the same reasonable sightline from the aisle as would be expected were they adjacent to an exhibitor with a standard booth. Hanging signs are not permitted over end cap booths.

Island Booths

Because an island booth is separated from all neighboring exhibits by the width of an aisle, Exhibitor with island booth(s) may use the floor space. However, the design of the booth must allow for seethrough visibility and accessibility from all 4 sides. Island booths may not exceed 16 ft. in height. A schematic of the exhibit must be approved by the Endocrine Society prior to exhibit installation. Hanging signs are permitted.

Signs

Signage for in-line booths must face the aisle that the front of the booth faces. Double-sided signs that interfere with neighboring booths are not allowed. Hanging signs are permitted for island booths only.

Hanging Signs

Island booth only. The bottom of the banner may not be lower than 18 ft. and no higher than 24 ft. where ceiling height allows.

Miscellaneous

The exhibitor must ensure that all packing containers, excelsior, and wrapping paper are removed from the floor and is not stored under any tables or behind displays. All decorations must be flame retardant to the satisfaction of the local fire department. Fire-extinguishing equipment shall not be obstructed by exhibits and must always be readily available. Fire exits must always be kept clear. Approval must be obtained from the local fire department for the use, operation, or presence of any electrical, mechanical, or chemical device that, in the opinion of the local fire department or the official service contractor, might be hazardous to the public space.

PRIORITY POINT INFORMATION

Booth Assignments

Applications that include a 50% deposit received by the Endocrine Society on or before November 12, 2024, will be assigned booth location in priority placement order. Unless final payment for such applications is received on or before March 21, 2025, exhibitors will lose the assigned priority placement booth location. Priority placement booth assignments will be made based on the following criteria: (1) priority points accrued by the Exhibitor, (2) the amount of booth space requested by the Exhibitor, and (3) the date that the Endocrine Society receives the application. Applications received after the Priority Deadline of November 12, 2024, will be assigned booth location on a first-come, first-served, space-available basis.

Booths will not be assigned without payment.

Exhibitors qualifying for primary placement booth assignment are not guaranteed their first-choice booth location and are encouraged to indicate multiple booth locations on the Application in the event the first-choice location is not available.

NOTE: Exhibitors may contact <u>deborah_howley@AFassanoCo.com</u> to inquire about their accrued total points.

*Please refer to detailed ENDO 2025 <u>Priority Points Policy</u> to determine how to accrue the maximum amount of points each year.

Demerits

A demerit is a consequence applied to an Exhibitor for violating these Terms and Conditions and Regulations for Exhibiting. Demerits result in a loss of points for priority placement. If the Endocrine Society finds the Exhibitor has violated any of these Terms and Conditions, the Endocrine Society may, at its sole and absolute discretion, deduct points for priority placement from the Exhibitor, terminate this Agreement, and/or remove Exhibitor from the ENDOExpo.

Warnings

The Endocrine Society may, at its sole and absolute discretion, elect to issue warnings to an Exhibitor for violations. Upon a first infraction by Exhibitor, the Endocrine Society may issue a warning. A second infraction will result in a loss of points. A third infraction will result in immediate suspension from the show and an automatic 1-year suspension from future ENDOExpo events.

Relocation

If the Endocrine Society deems it necessary to relocate Exhibitor's booth for any reason, the Endocrine Society will contact the Exhibitor by phone to discuss alternatives.

EXHIBITOR BADGES

Badges

Appropriate badges are required to enter the exhibit hall for installation and dismantling. Confirmed Exhibitors may pick up their badges at exhibitor registration. Commercial Booths will receive four (4) complimentary exhibitor badges for each 10' x 10' booth and (1) complimentary full meeting registration. Requests for exhibitor badges beyond the allocated limit cost an additional \$100 USD each. Payment must accompany the request. Exhibitors must pick up their badges onsite using a valid photo ID at exhibitor registration located in the convention center. Badges will not be mailed. Any company representative with a business card and valid photo ID may register. If overallotment, the \$100 USD will apply.

Appropriate Badging

Official Exhibitor badges will reflect the Exhibitor Name shown on the Application. Badges must be worn at all times in the exhibit hall by all Exhibitor personnel, and are not transferable among company employees, representatives, guests, or others. Exhibitor personnel shall not supplement the official badge with business cards, ribbons, or company logos.

Equipment Passes

An Exhibitor must have an exhibit hall equipment pass from exhibitor registration to be permitted to remove material from the exhibit hall after setup begins and throughout the show.

ON SITE

Entering Another Exhibitor's Booth

Exhibitor personnel shall not enter another Exhibitor's booth space without invitation, nor should personnel block access to any booth, or touch another exhibitor's product.

Security Information

The Endocrine Society will provide perimeter security during installation, exhibit, and dismantle hours. Each Exhibitor must, at all times, make provisions for properly and sufficiently safeguarding their goods, materials, equipment, and displays. The Endocrine Society shall not be responsible for the loss of or damage to any Exhibitor material. Exhibitors should exercise reasonable precautions to prevent loss or damage as a result of theft or other causes.

Liability

Exhibitor shall indemnify, defend, and hold harmless the Endocrine Society, the ENDO annual meeting, the Moscoe Center, Freeman, and the employees and representatives thereof shall from and against any and all third-party claims, costs and expenses (including attorneys' fees and expenses), demands, actions, and liabilities of any and every kind, sort, and character whatsoever arising or resulting in any way from Exhibitors' breach of its obligations, representations or warranties under this Agreement absent the negligence, recklessness, or willful misconduct of the Endocrine Society, the ENDO annual meeting, the Moscone Center, Freeman or the employees and representatives thereof. All of the foregoing rights of indemnification shall apply to any expenses incurred by the Endocrine Society, the ENDO annual meeting, the Moscone Center and Freeman in defending themselves against claims of negligence, recklessness, or willful misconduct unless a court of competent jurisdiction concludes in a final judgment that such Party seeking indemnification has committed gross negligence or willful misconduct. Upon signing the Application, the Exhibitor expressly releases the foregoing institutions and individuals from any and all claims for loss, damage, or injury. This provision applies to the period of storage prior to and following the ENDOExpo in addition to the duration of the ENDOExpo itself.

Under no circumstances will the Endocrine Society be liable to Exhibitor for any direct, indirect, or consequential damages of any kind, including lost profits (whether or not the Exhibitor is aware of such loss or damage), arising in any way in connection with this Agreement.

If the Exhibitor is a government institution that is not able to provide indemnification as described under this provision, it will be solely and fully responsible in part and in whole for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the Endocrine Society and the results thereof; Exhibitor will assume all risk and liability to itself, its agents, and its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.

Breaches of Contract

Breaches or infractions of an Exhibitor's contractual obligations could affect the status of the Exhibitor's future eligibility to exhibit and/or result in the termination of the Exhibitor's display privilege at ENDOExpo. Termination may become effective during the exposition; at which time the Exhibitor must remove its exhibit as soon as possible without disruption of the exposition. Expulsion of, or restrictions placed on, an Exhibitor may not give rise to a claim for any refund of rental or other exposition expenses.

Disruptive Exhibits

Public address, sound producing, or amplifying devices must be tuned to conversational level and will be monitored by the Endocrine Society. The operation of any equipment or apparatus that produces odors annoying to neighboring exhibitors or guests will not be permitted.

For purposes of this Agreement, "suit casing" is the practice of soliciting business in public spaces or in the booths of other Exhibitors by non-exhibiting companies. The Endocrine Society shall take all reasonable and practicable efforts to prevent suit casing at ENDOExpo.

Forms of Entertainment or Amusement

Attention-getting devices in the form of entertainment or amusement must be approved by the Endocrine Society prior to the opening of the exposition. Only activities that, at the discretion of the Endocrine Society, are in keeping with the professional environment of the exposition will be allowed.

Inspection of Booths

The Endocrine Society will inspect each booth prior to the opening of the exposition to ensure the Exhibitor has adhered to these Terms and Conditions. The Endocrine Society will inform the Exhibitor of any infractions. All Endocrine Society noted infractions must be corrected and all corrections must be made before the exhibit hall opens.

Photography and Videography

Upon completing a request form in the Exhibitor Resource Center, Exhibitor may document its participation at ENDOExpo by taking photos or videos, and by using social media platforms to livestream from ENDOExpo except for under the following circumstances:

- If doing so is disruptive to ENDOExpo, its attendees, the venue, or ENDO staff; or
- If Exhibitor does not have the consent of the subject(s) shown in such photos, videos, or livestream footage.

Notwithstanding the foregoing, Exhibitor shall not under any circumstances: (1) take any photo of official ENDO annual meeting Programs or Posters without consent from the presenter of such Program or Poster; or (2) take any video or livestream any portion of any official ENDO annual meeting Program.

The Endocrine Society may revoke Exhibitor's permission to livestream or take photos or videos of ENDOExpo if the Endocrine Society determines at its sole and absolute discretion that such footage violates these rules or is disruptive to the enjoyment of ENDOExpo by any other exhibitor, attendee, or Endocrine Society staff member. If the Exhibitor violates these rules or continues to livestream or take photos or videos after the Endocrine Society has revoked its permission to do so, the Endocrine Society may expel Exhibitor from the ENDOExpo and may deduct priority points from Exhibitor.

Product Demonstrations

The exhibitor is permitted to demonstrate its equipment and to make informational presentations regarding its products or services in its booth(s) that do not create, in the Endocrine Society's sole and absolute discretion, an unreasonable risk of harm to property and persons attending the exhibit area. Neither Exhibitor nor its personnel shall perform any activity that is, or appears to be, a medical or health care evaluation or treatment of any kind. An exhibitor shall not approach anyone at any time to demonstrate a product that the individual has not requested them to do so.

Sales

Exhibitors may make sales of and take orders only for exhibited products/services. Exhibitors shall not sell or take orders for any products/services not exhibited. At no time may the exhibit or product display be altered to fulfill a transaction. Exhibitors may not sell items to be carried from the exhibit hall unless they are small enough to be easily hand-carried. No signage or advertising of product pricing will be allowed. It is the responsibility of each Exhibitor to submit sales tax to the Comptroller of California.

Soliciting

The exhibitor may only conduct business activities and distribute circulars and advertising materials within its assigned booth(s). The exhibitor shall not place any material on seats or attach any material to walls, ceilings, or woodwork in the exhibit hall. Exhibitors shall not leave any material in public spaces for distribution. Suit casing is prohibited. Within the exhibit hall, Exhibitors shall not solicit others and shall not accept solicitation from publishing companies to advertise in their publications.

Sponsorship

Exhibitors have the opportunity to enhance their presence with sponsorships. Only contracted exhibitors may purchase sponsorships. All exhibitors must comply with the Perimeter Advertising Rule document included in the Exhibitor Resource Center.

Smoking

Smoking is prohibited in the convention center.

Failure to Occupy Space

Unless previous arrangements are made in writing with the Endocrine Society, Exhibitor must occupy its assigned booth space by Friday, July 11, 2025, or the assigned booth space will be deemed forfeited without refund to the Exhibitor. The Endocrine Society in its sole and absolute discretion may resell or otherwise use the forfeited booth space.

Booth Staffing

On exhibition days, Exhibitors shall enter the exhibit hall no earlier than one hour prior to the exhibition opening and shall remain no later than one hour after exhibition closing. Exhibitors shall staff their booth(s) at all times during the hours the exhibit hall is open. Any Exhibitor that does not staff its booth or begins packing its equipment and/or materials before the close of the show will be penalized and lose priority points gained at the current meeting.

Code of Personal Conduct

This <u>Code of Personal Conduct</u> (Code) applies to the ENDO annual meeting and all Exhibitors in all instances related to the ENDOExpo, including conduct:

- By and toward Endocrine Society leadership, employees, members, contractors, exhibitors, vendors, volunteers, visitors, students, educators, speakers, attendees, and any others involved in any ENDO annual meeting activities.
- Involving the Endocrine Society, exhibitions, meetings, courses, programs, offerings, employment, services, any other business functions, and any social or personal interactions related to these or other ENDO annual meeting activities.

This Code supplements and does not diminish any other codes, policies or agreements that apply to types of persons involved in ENDO annual meeting activities.

This Code requires the highest standards of professional, respectful, ethical, inclusive, safe, and lawful conduct. Exhibitors must adhere to this Code in connection with all activities related to the ENDO annual meeting. Exhibitors must make all Exhibitor personnel aware of this Code and take responsibility for Exhibitor personnel's compliance with the Code.

The following list provides examples of behaviors that are prohibited under this Code. The list is not exhaustive, and the general standards above apply to all conduct:

- Discriminatory, harassing, or offensive conduct related to race, color, gender, national origin, ethnicity, age, sexual orientation, gender identity or expression, pregnancy, religion, disability, or other characteristics protected by law.
- Sexual harassment of any nature, including inappropriate touching, advances, attention, jokes, or comments.
- Threats or acts of violence, including verbal or physical assault.
- Disorderly conduct.
- Possessing, using, or distributing illegal drugs, or impaired behavior as the result of drugs or alcohol.
- Possessing firearms, weapons, or explosives on or about the ENDO annual meeting premises or premises of ENDO annual meeting events (unless authorized security personnel).
- Fraud, dishonesty, forgery, or theft of property.

Code of Personal Conduct continued

 Violation of applicable federal, state, or local law or policies of the Endocrine Society or venues hosting ENDO annual meeting events.

Violations of the Code will result in sanctions. Sanctions may include a verbal or written warning, suspension, or immediate ejection from ENDO annual meeting activities, termination of the relationship with the Endocrine Society or other action the Endocrine Society, in its sole and absolute discretion, deems appropriate to the circumstances.

INSTALLATION AND DISMANTLING OF EXHIBITS

Hours

The exhibitor must install its booth and be ready for exhibiting by Friday, July 11, 2025, at 5:00pm. The exhibitor must keep its exhibit(s) intact until the show closes at 2:00 pm on Monday, July 14, 2025.

Shipping Information

Exhibitors shipping materials to the ENDOExpo must make sure that all such shipments are fully prepaid. Materials may be shipped up to 30 days in advance of the exposition, can be received at an appointed warehouse, stored, and delivered to the booth location. Exhibitors sending materials directly to the Moscone Center must ensure that such materials arrive at the exhibition site on the scheduled move-in days for Freeman to receive it. If the shipment arrives at the convention center prior to the dates listed in the Exhibitor Service Kit, the shipment will be refused, as there is no shipping and receiving department to hold materials. The advance and onsite shipping addresses will be provided in the Exhibitor Service Kit, located in the Exhibitor Resource Center.

Material Handling

Exhibitors must arrange for delivery, removal, storage, and return of crates/boxes. Rates for material handling will be available in the Exhibitor Service Kit, located in the Exhibitor Resource Center.

Labor

Freeman will provide labor for setup and dismantling. Exhibitors are strongly encouraged to order labor in advance on the appropriate form in the Exhibitor Service Kit. NOTE: Labor rates are subject to change. Any of Exhibitor's full-time employees may erect Exhibitor's own exhibit without the assistance of hired labor. Any labor services required beyond those performed by the regular full-time employees of the Exhibitor will be provided by Freeman and/or an Exhibitor-appointed contractor. Exhibitors carrying equipment and displays must use a freight gate. Neither Freeman nor the convention center provide carts, dollies, or pallet jacks for Exhibitor use. Loading and unloading or bringing booth materials through the lobby is prohibited.

Unofficial Service Contractors

Exhibitors who plan to use an installation and dismantle contractor other than the "official" contractor must complete the "Exhibitor Authorization Form for Independent Contractors" found in the Exhibitor Service Kit. Exhibitors are responsible for distributing show information to their independent contractors.

OTHER

Assignment

Exhibitor shall not assign, transfer, delegate, sublicense or otherwise dispose of, whether voluntarily or involuntarily by merger or consolidation or operation of law or otherwise (collectively, the "Transfer"), this Agreement or any of the rights or interests or obligations under this Agreement without the prior written consent of the Endocrine Society.

Severability

If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, a court may modify this Contract to affect the original intent of the Parties as closely as possible in order that the transactions contemplated under this Contract can be consummated as originally contemplated to the greatest extent possible.

Choice of Law

This Contract is governed by the laws of The District of Columbia. The Endocrine Society and Exhibitor consent and submit to the exclusive jurisdiction and venue of the State and Federal courts of Washington, D.C. Notwithstanding the foregoing, the Exhibitor is responsible for knowing and abiding by the relevant laws of the location in which ENDOExpo will take place. Public institutions shall know and abide by the laws of the Federal Government and of their State.

Modifications

No amendment, modification, or waiver of any provision of this Contract shall be effective unless the same shall be in writing and signed by the Parties. Any such waiver or consent shall be effective only in the specific instance and for the purpose given by the Parties. No course of dealing, or failure, or delay on the part of the Parties in exercising any right, power, or privilege under this Contract shall operate as a waiver of such rights, powers, and privileges, nor shall a single or partial exercise of such rights, powers, and privileges preclude any other or further exercise, or exercise of any other, right, power, or privilege.

Conflicts

If these Terms and Conditions conflict with the rules of the ENDOExpo venue, then the more restrictive rule shall prevail. For example, if the venue permits an activity that is restricted in this Agreement, then the restriction in this Agreement prevails. If this Agreement permits, or does not address, and activity that the venue prohibits, then the venue's prohibition prevails.

Please contact **Deb Howley** if you have any questions.