

2022 CNS Annual Meeting • October 10 – 12, 2022 • Moscone West Convention Center • San Francisco, California • General Rules and Regulations

The Congress of Neurological Surgeons (CNS), its authorized representatives, and Corcoran Expositions, Inc. are hereinafter referred to as "Show Management." The exhibiting company who has caused this application to be signed and executed on the reverse side hereof is hereinafter referred to as "Exhibitor." All other capitalized terms not otherwise defined in these General Rules and Regulations shall have the meaning given on the reverse side hereof.

1. PAYMENT OF SPACE. Applications received before June 17, 2022 must include a deposit in the amount of 50% (payable in U.S. funds and drawn on a U.S. bank) of the total space rental charges (minimum deposit is \$600). Applications received on or after June 17, 2022 must include full payment. Exhibitors that fail to pay their payment by March 31, 2022 forfeit the discounted Advance Rate and are subject to the Standard Rate. Applications received without such payment will not be processed nor will space assignment be made. The balance of the space rental charge will become due and payable on June 17, 2022.

2. CANCELLATION AND REFUNDS. Requests for cancellations or reductions in exhibit space must be sent in writing on company letterhead to the CNS Exhibit Office. Cancellation of all exhibit space will result in loss of all priority points earned to date. CNS reserves the right to relocate booths that are reduced in size. The effective date of a space cancellation or reduction will be the date the written notice is received by CNS. Reductions in booth space will be treated the same as a cancellation according to the schedule listed below. (Space assignment of the smaller booth will be processed as a new booth purchase.) Exhibitor's cancellation of booth space will result in the release of all exhibitor badges and may result in the release of hotel guest rooms. No refund will be allowed for exhibit space left unoccupied during the Annual Meeting.

- *If written notice is received on or before March 31, 2022, CNS will retain 50% of the value of space being vacated.
- *If written notice is received between April 1 and June 17, 2022, CNS will retain 75% of the value of space being vacated.
- *If written notice is received on or after June 18, 2022, CNS will retain 100% of the value of space being vacated.

It is expressly agreed by Exhibitor that in the event they fail to pay the space rental at the times specified or fail to comply with any other provisions contained in these rules and regulations concerning their use of exhibit space, Show Management shall have the right to reassign the confirmed booth location or to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. In the event of a default by Exhibitor, as set forth in the previous sentence, Exhibitor shall forfeit as liquidated damages, the amount paid by them for their space reservation, regardless of whether or not Show Management enters into a further lease for the space involved.

If the exposition is not held for any reason whatsoever, Exhibitor's maximum claim for damage and/or compensation shall be a reimbursement of a Exhibitor's existing payments for space pro rata to the total amounts paid by exhibitors for space at this specific event.

4. USE OF SPACE, SUBLETTING OF SPACE. No Exhibitor shall assign, sublet or share the space allotted with another business or firm unless prior written approval has been obtained by Show Management. Exhibitors are not permitted to feature names or advertisements of non-exhibiting manufacturers, distributors, or agents in the exhibitor's display, parent or subsidiary companies excepted.

Exhibitors must show only goods manufactured or dealt in by them in the regular course of business.

Should an article of a non-exhibiting firm be required for operation or demonstration in Exhibitor's display, identification of such article shall be limited to the usual and regular nameplate, imprint or trademark under which same is sold in the general course of business.

No firm or organization not assigned exhibit space will be permitted to solicit business within the designated exhibit areas.

5. EXHIBITORS AUTHORIZED REPRESENTATIVE. Each Exhibitor must name one representative in connection with installation, operation and removal of the firm's exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the Exhibitor shall be responsible. Exhibitor shall assume responsibility for such representative being in attendance throughout all exposition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, persons under the age of eighteen (18) are not permitted inside the exhibit hall.

6. INSTALLATION AND REMOVAL. 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. Any space not claimed and occupied by three hours prior to the published show opening time may be resold or reassigned without refund. Installation of all exhibits must be fully completed by the opening time of the exposition.

Exhibits must be staffed during all show hours and may not, to any extent, be dismantled before the show closing. Any early dismantling or packing shall be considered a breach of this agreement and may affect future applications.

7. ARRANGEMENT OF EXHIBITS. Each Exhibitor is provided an Official Exhibitor Kit. The Exhibitor Kit 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 Kit. If, in the sole opinion of Show Management, any exhibit fails to conform to the Exhibitor Kit guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the exposition. Exhibits not conforming may be dismantled or modified, at cost to Exhibitor, at the sole judgment and discretion of Show Management.

Exhibitor Plan Review. Booth construction plans and layout arrangements for first-time exhibitors, exhibits in island booth spaces, or involving other unusual construction features, must be submitted for approval at least sixty (60) days prior to the opening of the exposition.

8. EXHIBITS AND PUBLIC POLICY. Exhibitor is charged with knowledge of all State, County, and City laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in this exposition.

Compliance with such laws is mandatory for all exhibitors and the sole responsibility is that of Exhibitor.

No part of the building shall be defaced in any manner, nor shall signs or other articles be posted, nailed, taped or otherwise affixed to any pillars, doors, walls or other parts of the building. Any and all damages, losses, expenses, and/or costs resulting from failure to observe this notice shall be payable by Exhibitor.

Show Management and service contractors have no responsibility pertaining to the compliance with laws as to public policy as far as individual exhibitor's space, materials and operation is concerned. Should Exhibitor have any questions as to the application of such laws, ordinances and regulations to Exhibitor's exhibit or display, Show Management will endeavor to answer them.

Exhibitor must comply with City and State fire regulations. All booth decorations including carpeting must be flame proofed and all hangings must clear the floor. All exits, hallways, aisles and fire control apparatus must remain clear and unobstructed at all times. Electrical equipment and wiring must conform with National Electrical Code Safety Rules. Use of butane or bottled gas is not permitted. Use of propane and helium balloons is prohibited.

Independent contractors must conform to IAEE, ESCA and ED&PA guidelines and must be signatory to a current local collective bargaining agreement.

9. STORAGE OF PACKING CRATES AND BOXES. Unattended freight in any display space as of one hour prior to show opening will be removed and stored at Exhibitor's sole risk and expense.

10. SOCIAL ACTIVITIES. Any social function or special event planned by an exhibiting company, to take place during the 2022 CNS Annual Meeting, must be pre-approved by CNS. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official conference and exposition activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by CNS and/or Show Management. Distribution of Exhibitor materials is not permitted to attendee sleeping room doors, CNS meeting rooms or anywhere else in the hotel and/or exhibit facility except in the specified booth space.

11. OPERATION OF EXHIBITS. Show Management reserves the right to restrict the operation of, or evict completely, any exhibit which, in its sole opinion, detracts from the general character of the exposition as a whole. This includes, but is not limited to, an exhibit which, because of noise, flashing lights, method of operation, display of unsuitable material, is determined by Show Management to be objectionable to the successful conduct of the exposition as a whole. Use of so-called "barkers" or "pitchmen" is strictly prohibited. All demonstrations or other promotional activities must be confined to the limits of the purchased exhibit booth space. Sufficient space must be provided within the exhibit space for the comfort and safety of persons watching demonstrations and other promotional activities. Exhibitor is responsible for keeping the aisles near its exhibit space free of congestion caused by demonstrations or other promotions.

"Off Label" Drugs/Medical Devices. CNS acknowledges that some drugs or medical devices demonstrated at the Annual Meeting have not been cleared by the Food and Drug Administration (FDA) or have been cleared by the FDA for specific purposes only. The FDA has stated that it is the responsibility of the physician to determine the FDA clearance status of each drug or medical device he or she wishes to use in clinical practice. CNS policy provides that "off label" uses of a drug or medical device may be described at the Annual Meeting so long as the "off label" use of the drug or medical device is also specifically disclosed. Any drug or medical device is "off label" if the described use is not set forth on the product's approval label. A listing of these disclosures is available in the final program.

FDA Compliance All medical devices exhibited must have fulfilled all applicable FDA regulations. Products that are not FDA approved for a particular use in humans or which are not commercially available in the United States may be displayed only when accompanied by appropriate signs that indicate the device's FDA clearance status. The signs must be easily visible and placed near the device itself and on any graphics depicting the device. Unapproved devices with pending pre-market approval (PMA) applications or pre-market notification (510(k)) submissions must display a sign stating, "Pending 510(k)/PMA. This device is not cleared by the FDA for sale in the United States." Unapproved devices without a pending 510(k) or PMA must display a sign stating, "This device is not cleared by the FDA for sale in the United States." Products in the development stage must bear a sign stating, "Caution Investigational Device. Limited to investigational use."

Food & Beverage. Nonalcoholic beverages and food products are permitted in the exhibit hall if ordered through the Convention Center. Food and beverages distributed must not conflict with items served at a CNS-sponsored event or an event associated with a corporate support opportunity.

Direct Sales. The sale of products and services is allowed on the exhibit floor provided such sales are conducted in a professional, business-like manner, in accordance with CNS guidelines, and Exhibitor complies with all state and local tax regulations. No signage or advertising of product pricing will be allowed. The CNS reserves the right to restrict sales activities that it deems inappropriate or unprofessional.

Contests, Drawings, Raffles, Lotteries and the Like. All promotional activities with prizes or awards exceeding \$100 value must be approved in writing by Show Management. Requests must be submitted seventy-five (75) days prior to the opening of the exhibition and notice of approval or rejection will be given no later than sixty (60) days prior to the opening of the exhibition.

Literature Distribution. All demonstrations or other activities must be confined to the limits of Exhibitor's booth. Distribution of circulars may be made only within the space assigned to Exhibitor distributing such materials. No advertising circulars, catalogs, folders, or devices shall be distributed by Exhibitor in the aisles, meeting rooms, registration areas, lounges, or grounds of the host facility. Trade publishers are prohibited from soliciting advertising during the show. Trade publications may be distributed from their booth, but automatic distribution is prohibited.

Copyright Licensing. Exhibitor is solely responsible for obtaining any required licenses to broadcast, perform, or display any copyrighted materials including but not limited to music, video, and software. Exhibitor shall indemnify and hold harmless CNS, Show Management, and facility against cost, expense, or liability, including attorneys' fees, which may be incident to, arise out of or be caused by Exhibitor's failure to obtain requisite license.

Sound. Exhibits which include the operation of musical instruments, radios, sound projection equipment, or any noisemaking machines must be conducted or arranged so that the noise resulting from the demonstration will not annoy or disturb adjacent exhibitors and their patrons, cause the aisles to be blocked, nor exceed 80 decibels at a distance of 10' away from the booth. Operators of noisemaking exhibits must secure approval of operating methods before the exhibit opens. Show Management shall be the sole judge of what constitutes appropriate sound levels.

Live Animals. Live animals are prohibited.

Booth Representatives. Both representatives, including models or demonstrators, must be properly registered and wear badges, and be properly and modestly clothed. Excessively revealing attire is prohibited. Spouses are invited to visit the exhibit hall only with appropriate credentials.

Booth Giveaways. Distribution of all giveaways, with the exception of Exhibitor's own products and literature, must be approved in writing by CNS prior to the meeting. Distribution of literature or giveaway items outside Exhibitor's own space is prohibited. The American Medical Association (AMA) has adopted guidelines governing gifts to physicians from the industry. These guidelines have been adopted by CNS and other medical organizations. Exhibitors are also encouraged to adhere to the guidelines of the Pharmaceutical Manufacturers Association and the Advanced Medical Technology Association. Gifts should be of minimal value, primarily designed for the education of patients or healthcare professionals. CNS, in its sole discretion shall have the right to prohibit the distribution of any samples it deems objectionable or otherwise inappropriate. No giveaway item will be approved if it competes with an exclusive advertising or corporate support opportunity.

Photography. Only the official photographer may take photographs in the exhibit hall. Details about the official photographer will be included in the Exhibitor Service Kit. Exhibitor may photograph, or have their own booth photographed. Cameras, camera phones or other advanced technology devices used to photograph or film anything other than your own exhibit booth are strictly prohibited.

Promotional Materials. Exhibitor grants CNS a fully-paid, perpetual non-exclusive license to use, display, and reproduce Exhibitor's name, trade names, and product names in any directory (print, electronic, or other media) that references the Exhibitor participating at the event and to use such names in CNS's promotional materials. CNS is not liable for any errors or omissions in any show guide listings or descriptions. Show Management shall also have the right to take photographs of Exhibitor's booth space, exhibit, and personnel during, before or after the open hours of the event and use such photographs for any legal purpose.

CNS Materials. Any materials that are distributed to Exhibitor related to the planning or execution of the event are owned exclusively by CNS and/or Show Management. CNS and/or Show Management grants Exhibitor a nontransferable, non-exclusive license to use such materials solely in connection with Exhibitor's participation in the Event. If Exhibitor ceases to be an exhibitor at the event, including at the conclusion thereof, Exhibitor shall promptly destroy or return to all such materials to CNS. Exhibitor may not reproduce the event's or the CNS logo, name, marks, or other insignia on items, documents or advertising materials, without prior written consent from the CNS. Exhibitor acknowledges the event may be recorded and reproduced in any form (including but not limited to digital formats) and hereby authorizes CNS and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the event. Applicant hereby releases CNS and its designees from, and waives all claims it may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

12. LIABILITY AND INSURANCE. All of Exhibitor's property remains under its custody and control in transit to and from the exhibit hall and while it is in the confines of the exhibit hall. Neither Show Management, its service contractors, the management of the exhibit hall nor any of the officers, staff members or directors of any of the same are responsible for the safety of the property of Exhibitor from theft, damage by fire, accident, vandalism or other causes, and Exhibitor expressly waives and releases any claim or demand it may have against any of them by reason of any damage to or loss of any property of Exhibitor and in any way related to its participation in the exhibition. Exhibitor should obtain adequate insurance coverage, at their own expense, for property loss or damage and liability for personal injury, in the amount of not less than one million dollars (\$1,000,000) for personal injury, death or property damage in any one occurrence. Such insurance should include coverage of the indemnification obligations of Exhibitor under section 13 below and should cover the Show Management as an additionally named insured. Any policy providing such property insurance must contain an express waiver by Exhibitor's insurance company of any right of subrogation as to any claims against the Show Management, its officers, directors, agents, members or employees.

13. INDEMNIFICATION. Exhibitor shall be fully responsible for any claims, liabilities, losses, damages, fees or expenses of whatever kind and nature relating to or arising from an injury to any person, or loss of or damage to property where such injury, loss, or damage is incident to, arises out of, or is in any way connected with the Exhibitor's participation in the exhibition. Exhibitor agrees that it will indemnify and hold and save Show Management whole and harmless of, from and against all claims, demands, actions, damages, loss, cost, liabilities, expenses, reasonable attorneys' fees, and judgments recovered from or averted against Show Management on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, wholly or in part, by an act, omission, negligence or misconduct on the part of Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the premises leased hereunder with the express or implied invitation or permission of Exhibitor, or when any such injury or damage is the result, proximate or remote, of the violation by Exhibitor or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any other way arise from or out of the occupancy or use by Exhibitor, its agents, servants, employees, contractors, patrons, guests, licensees or invitees of the premises leased hereunder. Such indemnification of Show Management by Exhibitor shall be effective unless such damage or injury may result from the gross negligence or willful misconduct of Show Management. Exhibitor covenants and agrees that in case Show Management shall be made a party to any litigation commenced by or against Exhibitor or relating to this lease or the premises leased hereunder, then Exhibitor shall and will pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred by or imposed upon Show Management by virtue of any such litigation.

Property Damage. Neither Show Management nor Exhibitor shall be responsible for any loss of or damage to property of the other party hereto, including, but not limited to, loss or damage occasioned by theft, fire, smoke, acts of God, public enemy, riot, civil commotion or other insurable casualty, and Show Management and Exhibitor expressly waive any claim for liability against the other party hereto with respect to any such loss or damage. In the event that such occurrence results in cancellation of the exposition, each party hereby releases the other from obligations under this contract. Accordingly, it shall be the responsibility of Show Management and Exhibitor, respectively, to secure its own insurance or otherwise protect itself and its property against such loss or damage.

Use of Certain Property. Exhibitor will assume all costs arising from the use of patented, trademarked, or franchised materials, devices, processes or dramatic rights used on or incorporated in Exhibitor's space. Exhibitor shall indemnify, defend and hold harmless CNS, Show Management, and the City of San Francisco and their officers, directors, members, agents and employees from and against all claims, demands, suits, liability, damages, losses, costs, attorneys' fees and expenses of whatever kind or nature, which might result from or arise out of use of any such material(s) described above.

14. WAIVER, ASSUMPTION OF RISK & RELEASE. Show Management shall not be deemed to waive any of its rights hereunder unless such waiver is explicitly stated as a waiver in writing and signed by Show Management. No delay or omission by Show Management in exercising any of its rights shall operate as a waiver of such rights and a waiver of rights in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

Show Management cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending the exposition. It is not possible to prevent against the presence of the disease. Therefore, if you choose to exhibit at and attend the exposition you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19 or another communicable disease. Exhibitor has read and understood the above warning concerning COVID-19 and communicable disease. Exhibitor hereby chooses to accept the risk of contracting COVID-19 for itself and/or its agents and employees in order to exhibit at and attend the exposition. These services are of such value to Exhibitor that it accepts the risk of being exposed to, contracting, and/or spreading COVID-19 or other communicable disease in order to exhibit at and attend the exposition. Exhibitor hereby forever releases and waives its right to bring suit against Show Management and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 or other communicable disease related to attendance at the exhibition. I, the signatory hereof, understand that this waiver means Exhibitor gives up its, and its agents and employees, right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and gives up any claim it, or its agents and employees, may have to seek damages, whether known or unknown, foreseen or unforeseen.

15. ATTORNEYS' FEES. Should Show Management find it necessary to employ an attorney or attorneys to enforce any of the provisions of this agreement or to protect in any manner its interest or interests under this agreement, Show Management, if it is the prevailing party, shall be entitled to recover from the other party all reasonable costs, charges, and expenses including attorneys' fees.

16. AMERICANS WITH DISABILITIES ACT. Exhibitors acknowledge their responsibilities under the Americans with Disabilities Act (hereinafter "Act") to make their booths accessible to handicapped persons. Exhibitor shall also indemnify and hold harmless CNS, Show Management, and facility against cost, expense, liability or damage which may be incident to, arise out of or be caused by Exhibitor's failure to comply with the Act.

17. EVENT SECURITY. While Show Management may provide perimeter security for the event area during the event, it is not under no obligation to do so, and any security provided by Show Management or otherwise may be discontinued at any time. Whether or not such security is provided, Exhibitor shall be solely responsible for the protection of its property and its confidential and proprietary information, and for obtaining insurance (see Section 12) with respect thereto. Show Management shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever and disclaims all liability with respect to security of the premises or Exhibitor's goods or equipment. Exhibitor hereby releases and shall hold Show Management harmless with respect to the same.

18. OTHER REGULATIONS. Show Management makes no representations or warranties, express or implied, regarding the number, quality or character of persons who will attend the event or regarding any other matters. Any and all matters not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management. **SHOW MANAGEMENT SHALL HAVE FULL POWER TO INTERPRET, AMEND, AND ENFORCE THESE RULES AND REGULATIONS, WHICH THE SAME ARE HEREBY INCORPORATED IN AND HAVE THE SAME EFFECT AS IF SET FORTH HEREIN; PROVIDED, EXHIBITORS RECEIVE NOTICE OF THE SAME WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS THERETO IN CONFORMANCE WITH THE PRECEDING SENTENCE. EXHIBITORS OR THEIR REPRESENTATIVES WHO FAIL TO OBSERVE THESE CONDITIONS OF CONTRACT OR WHO, IN THE OPINION OF SHOW MANAGEMENT, CONDUCT THEMSELVES UNETHICALLY MAY IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.**