EXHIBITOR AGREEMENT

HVS Scientific Meeting • 8-10 April 2021 (Exhibits 8-9 April 2021) • Nobu Hotel Miami Beach & Eden Roc Miami Beach • Miami, Florida

Please complete all sections of this application and either type or print in each section. Sign and return both sides either with a check payable in USD to HVS or Heart Valve Society, 500 Cummings Center, Suite 4400, Beverly, MA 01915, USA or fax both sides with a credit card number to +1.978.524.0461. A 50% deposit of the total commitment due is due on or before 8 January 2021. 100% of the total commitment due must be paid by 8 January 2021. Applications submitted after 8 January must be accompanied by payment IN FULL.

PAYMENT METHOD Please note that as part of our compliance we can no longer accept credit card numbers via e-mail. This policy is designed to increase data security for cardholders and merchants. Emails received containing credit card information will be blocked. Please use the following methods of payment:

☐ Check amount enclosed: $______________ (US banks only)

☐ CREDIT CARD □ American Express □ MasterCard □ Visa

Credit Card Number

Expiration Date      Security Code (3 digits on front or back of card)

Name as it appears on credit card

Cardholder’s Signature

Secure Fax: +1-978-524-0461
This form must be faxed if credit card number is showing.
DO NOT EMAIL.

☐ Please check if credit card billing address is same as contact information at the top of the form.

☐ If billing address is not the same please enter below.

Company Name

Street Address

City/State/Postal Code /Country

WIRE TRANSFER – Please call our offices at +1-978-927-8330 for wiring information.

WE AGREE TO ABIDE BY ALL RULES AND REGULATIONS SET FORTH IN THE PROSPECTUS AND THIS APPLICATION (FRONT AND BACK). ACCEPTANCE OF THIS APPLICATION BY SHOW MANAGEMENT CONSTITUTES A CONTRACT. CONFIRMATION WILL BE SENT IN JANUARY 2021.

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

FOR HVS USE ONLY

Date received: __________ Total amt. due: $________ Amrt. received: $________ Accepted by: __________ ID #: __________ 50% before Jan. 8, 2021 $________ PIF by Jan. 8, 2021

ANNUAL SCIENTIFIC MEETING EXHIBIT SPACE APPLICATION (Page 2) $________ Space Assignment: __________ Date assigned: __________ New space assignment: __________ Date assigned: __________
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The Heart Valve Society and its authorized representatives are hereinafter referred to as “Show Management.”

1. PAYMENT AND REFUNDS. 50% of the total unit fee is due no later than January 8, 2021. 100% of the total commitment due must be paid after January 8, 2021. Applications submitted after January 8, 2021 will be accompanied by a 25% processing fee. For cancellations in whole or in part received after January 8, 2021, no refunds will be issued. It is expressly agreed by the exhibitor that in the event they fail to pay the space rental at the times specified, or fail to comply with other provisions contained in these rules and regulations concerning the use of exhibit space, Show Management shall have the right to reassign the booth location shown on the face of the contract or to take possession of said space and lease same, or alter the same in part or in whole, and use and charge for the same proper. 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 paid by him for his space reservation, regardless of whether or not the Show Management enters into a further lease for the space involved.

2. SPACE RENTAL AND ASSIGNMENT OF LOCATION. Whenever possible, space assignments will be made by Show Management in keeping with the preferences as to location requested by the exhibitor. SHOW MANAGEMENT, HOWEVER, RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF ALL SPACE ASSIGNMENTS IN THE BEST INTERESTS OF THE EXHIBITING Firms.

3. USE OF SPACE, SUBLETTING OF SPACE. No exhibitor shall assign, sublet, or share the space allotted with another business or firm unless approval has been obtained in writing from Show Management. Exhibitors are not permitted to feature names or logos of other firms or organizations on their exhibit displays. No exhibitors shall permit the display, parent or subsidiary companies excepted. Exhibitors must show only goods manufactured or dealt by them in the regular course of business. Should an article of non-exhibiting firm be required for operation in an 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 orders in any part of the Exhibition.

4. EXHIBITORS AUTHORIZED REPRESENTATIVE. Each exhibitor must name one person to be his 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. The exhibitor shall assume responsibility for the representation being in attendance throughout all exhibition periods; and this representative shall be responsible for keeping the exhibit neat, manned and orderly at all times. For their own safety and protection, children sixteen (16) years of age and under will not be admitted to the exhibit area at any time.

5. 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. Installation of all exhibits must be fully completed by the opening time of the exposition. Any space not claimed and occupied three hours prior to opening, may be resold or reassigned without refund. No exhibitor will be allowed to dismantle or remove any part of his exhibit until after the closing of the Show.

6. 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 all booths. All booth space is 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.

Exhibitor Plan Review. Both construction plans and layout arrangements for first-time exhibitors, exhibits in peninsula or island booths spaces, or involving other unusual construction features, must be approved at least sixty (60) days prior to the opening of the exhibition. 7. EXHIBITS & PUBLIC POLICY. Each exhibitor is charged with knowledge of all laws, ordinances and regulations pertaining to health, fire prevention and public safety, while participating in an exhibition. Compliance with all laws and regulations is mandatory for the exhibitor and the sole responsibility is that of the 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 an exhibitor have any questions as to the application of such laws, ordinances and regulations to his exhibit or display, Show Management shall have full power to interpret, amend, and enforce these rules and regulations. Show Management shall have the right to restrict the operation of, or to cancel all r such of his exhibit as may be irregular, and affect the removal of same at exhibitor’s expense. Exhibitors will not be permitted to store behind their booth background any excess material such as cardboard cartons, literature, etc. Excess supplies must be stored in areas which will not be visible from the exhibit floor. Trade Shows Management or its representatives will assume no responsibility for damage to them. The removal and return of large crates that cannot be handled by hand trucks will be charged at prevailing rates. Crates, boxes or other exhibit materials not specifically covered by the preceding rules and regulations shall be subject solely to the decision of Show Management.

8. OPERATION OF DISPLAYS. Show Management reserves the right to restrict the operation of, or to cancel all r such of his exhibit as may be irregular, and affect the removal of same at exhibitor’s expense. Exhibitors will be billed by Show Contractors for removal time and materials at prevailing rates.

9. DIRECT SALES. No retail sales are permitted within the exhibit area at any time, but orders may be taken for future delivery.

10. SOCIAL ACTIVITIES. Exhibitor agrees to withhold sponsoring hospitality suites/rooms or other functions during official show activities, including exhibit hours, social functions, educational seminars and any other related activity scheduled by Show Management.

11. INSURANCE: Exhibitor, HVS and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled “Indemnification and Hold Harmless,” and each shall provide evidence of such insurance upon request.

12. LIABILITY AND INDEMNIFICATION: Exhibitor shall be fully responsible to pay for any and all damages to property owned by Hotel, its owners or managers that result from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, HVS, Hotel its owners, managers, owners or directors, agents, employees, subsidiaries and affiliates, from or out of or by reason of any accident or bodily injury or other occurrences to any persons, including the injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof, unless the damage or loss is the result of an act, error, or omission of a Hotel employee, representative or subcontractor.

13. CARE OF BUILDING AND EQUIPMENT. Exhibitors or their agents shall not injure or deface any part of the exhibit building, the booths, or booth contents or show equipment and decor. When such damage appears, the exhibitor is liable to the owner of the property so damaged.

14. OTHER REGULATIONS. 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. PROVIDED EXHIBITORS RECEIVE NOTICE OF ANY AMENDMENTS WHEN MADE. EACH EXHIBITOR AND ITS EMPLOYEES AGREES TO ABIDE BY THE FOREGOING RULES AND REGULATIONS AND BY ANY AMENDMENTS OR ADDITIONS MADE TO THE FOREGOING RULES AND REGULATIONS 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 BE IMMEDIATELY BE DISMISSED FROM THE EXHIBIT AREA WITHOUT REFUND OR OTHER APPEAL.

DATE

AUTHORIZED SIGNATURE

TITLE