

## Eligibility for Exhibiting

Companies that have not exhibited previously at an Academy annual meeting must undergo review in order to be considered as exhibitors. To initiate a review, potential exhibitors must provide background information on the company and copies of promotional brochures and literature for all products and services to be exhibited.

By signing the exhibit application, the exhibiting company warrants and represents that there are no outstanding legal, financial or governmental actions that could negatively impact their ability to provide the goods or services that they promote or sell at the annual meeting. If the accuracy of this representation and warranty changes before the annual meeting, exhibitor agrees to provide immediate written notice to the Academy.

Companies with multiple complaints filed against them with state or federal consumer affairs regulatory agencies, the Better Business Bureau, or by Academy members or fellows may be required to provide an explanation of the resolution of those complaints. The Academy reserves the right to accept or reject, in its sole discretion, any application to exhibit and to determine the eligibility of any proposed exhibitor.

## Contract

Submission of the official Exhibit Space Application and receipt by the exhibitor of the exhibit space assignment notification constitute a Contract for the right to use the space allocated. Exhibitors acknowledge that they are not Contracting for a specific booth, but rather for the right to participate as an exhibitor at the Academy's annual meeting. Such submission and receipt mean that the exhibitor has read, understood and agreed to be bound by all the policies, terms, rules and regulations governing the exhibition set forth in the application, space assignment notice and the Exhibit Prospectus, which together constitute the entire Contract between the exhibitor and the Academy. Any matters not specified in the Exhibit Prospectus shall be resolved in the sole discretion of the Director of Exhibitions.

## Interpretation of Contract

The American Academy of Ophthalmology shall have the full authority to interpret and amend all policies, terms, rules and regulations contained in the Exhibit Prospectus or any part of the Contract, and its decision as to the meaning and implementation of a policy, term, rule or regulation is final. Exhibitors agree to abide by any policies, terms, rules or regulations that may hereafter be adopted, which shall be as much a part of the Contract as though originally incorporated. In the event the Academy changes any policy, term, rule or regulation after the acceptance of the Contract by the exhibitor, the Academy will provide written notice to the exhibitor. If the exhibitor objects to the change, the exhibitor must notify the Academy within ten (10) business days of the date of the Academy's notice of its intent to cancel the Contract, in which case the Academy's sole obligation will be to refund any deposits of the exhibitor. The failure of the Academy to enforce at any time any provision of this Contract shall not be construed to be a waiver of such. This Contract shall be governed by and construed in accordance with the laws of the State of California, exclusive of California's choice of law provisions. All claims, disputes and other matters in question between the Academy and exhibitors arising out of or relating to this Contract or its breach shall be decided by binding arbitration in San Francisco, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Notice of demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The arbitrator's award shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction over it. The prevailing party in any dispute with respect to the meaning or enforceability of this Contract, or the enforcement of any provisions thereof, whether or not said dispute results in arbitration or litigation, shall recover from the other party all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees.

## Financial Stability

The Academy has the right to expect demonstrated financial stability of its exhibitors. To that end, the Academy reserves the right, in its sole discretion, to request data establishing a company's financial stability, even if the company has exhibited in the past. The filing of bankruptcy or insolvency proceedings with respect to an exhibiting company at or after the submission of its application will result in automatic cancellation of the company's exhibit space, even though the Academy may have accepted the company's application, unless the company immediately provides reliable and verifiable evidence, acceptable to the Academy, in its sole discretion, and at no cost to the Academy, of its ability to meet existing, current, and future obligations for its products and/or services.

## Insurance

Each exhibitor carries the responsibility of maintaining adequate insurance coverage against injury to persons, damage to or loss of property, data breaches, and inability to meet its obligations outlined in the Exhibit Prospectus. Upon request, an exhibitor shall provide to the Academy a certificate of insurance indicating at least \$1,000,000 of commercial general liability insurance, and \$1,000,000 of comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles.

Both policies shall name the Academy as an additional insured thereon.

## Liability and Indemnification

The Academy will bear no liability for personal injuries, whether suffered by an exhibitor or its employees, Contractors, or business invitees. The Academy will also assume no liability for loss or damage to the property of an exhibitor or its employees, Contractors, or business invitees, regardless of the cause, unless such injury or damage results from, or is caused by, the gross negligence or intentional wrongful acts of the Academy. Each exhibitor, in making application for space, agrees to indemnify, defend, and hold harmless the Academy from any and all claims, liability, damages or expenses (including attorneys' fees) asserted against them or incurred by them as a result of, in connection with, or arising from any loss of or damage to property, or injury to persons resulting from, arising out of, or in any way connected with the negligence or wrongful acts or omissions of the exhibitor or its agents or employees, Contractors, or business invitees, or for breach or nonperformance of any provision of this Contract.

The Academy shall in no event be liable to an exhibitor for any lost business opportunities or for any other type of indirect, special, or consequential damages alleged to be due from a breach of this Contract. It is understood and agreed that the sole liability of the Academy to the exhibitor for any breach of this Contract shall be limited to the amounts paid by the exhibitor pursuant to this Contract. It is understood and agreed that a refund of amounts paid by the exhibitor pursuant to this Contract is the sole and exclusive remedy of the exhibitor under this Contract.

## Assignment, Successors and Assigns

This Contract shall be binding upon the Academy and the exhibitor and their successors and assigns. No exhibitor may assign or transfer any rights or obligations under this Agreement without the written consent of the Academy. No such assignment shall release the exhibitor from its obligations and liabilities under this Contract.

## Force Majeure

In the event of acts of God, fire, strikes or other unavoidable occurrences rendering the exhibit space unfit for use, the Academy will attempt to provide exhibit space at another location, but it does not guarantee it will be able to do so. In the event the annual meeting is not held at all, an exhibitor's sole remedy is a refund of the exhibit space or promotional opportunity fees paid. Promotional opportunity refunds will be less any actual costs incurred by the Academy for the production of these items at the time of the cancellation.

***Notwithstanding the foregoing, in the event the Academy decides, in its sole discretion, it necessary to cancel the annual meeting for COVID-19 (aka "corona virus") pandemic related reasons following directives from the US Centers for Disease Control and Prevention (CDC), US National Institute of Health (NIH), the World Health Organization (WHO), or state and local health authorities, exhibitors will have as their remedy the option to rollover AAO 2020 booth payments to secure 2021 exhibit space at 2020 rates or to receive a full refund for any exhibit space payments made. If this option is chosen, exhibitor will be required to pay the increased 2021 exhibit space rental fees for next year.***